

**SIGNATURE DOCUMENT FOR  
THE HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 529-16-0132-00013  
UNDER THE  
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

**I. PURPOSE**

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **The Texas International Institute of Health Professions** ("Grantee" or "Contractor"), having its principal office at 8121 Broadway St., #103, Houston, TX 77061 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

**III. CONTRACT PERIOD**

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

**IV. STATEMENT OF SERVICES TO BE PROVIDED**

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

- Attachment A -- Healthy Texas Women Open Enrollment Solicitation
- Attachment B -- Contractor's revised Program Forms
- Attachment C -- Contractor's revised Budget Documents

Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 3,400 Unduplicated Clients during the term of this Contract.

**V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS**

The total amount of this Contract shall not exceed **\$484,238** for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

**VI. CONTRACT REPRESENTATIVES.**

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

**System Agency**

Health and Human Services Commission -- Women's Health Services  
Address: 1100 W. 49<sup>th</sup> Street  
Austin, TX 78756  
Attention: Camille Laosebikan  
Email: [Camille.Laosebikan@hhsc.state.tx.us](mailto:Camille.Laosebikan@hhsc.state.tx.us)  
Phone: (512) 776-3561

**Grantee**

The Texas International Institute of Health Professions  
8121 Broadway St. #103  
Houston, TX 77061  
Attention: Mustafa Chagani  
Email: [ceo@vcareclinics.org](mailto:ceo@vcareclinics.org)  
Phone: (713) 640-2273

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## **VII. LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **System Agency**

Health and Human Services Commission  
4900 North Lamar Blvd.  
Austin, TX 78751  
Attention: HHSC Chief Counsel – Karen Ray

### **Grantee**

The Texas International Institute of Health Professions  
8121 Broadway St. #103  
Houston, TX 77061  
Attention: Mustafa Chagani  
Email: [ceo@vcareclinics.org](mailto:ceo@vcareclinics.org)  
Phone: (713) 640-2273

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

## **VII. DISPUTE RESOLUTION**

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

### VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

#### SYSTEM AGENCY



Name: Lesley French  
Title: Associate Commissioner  
Date of execution: 8/17/2016

#### GRANTEE

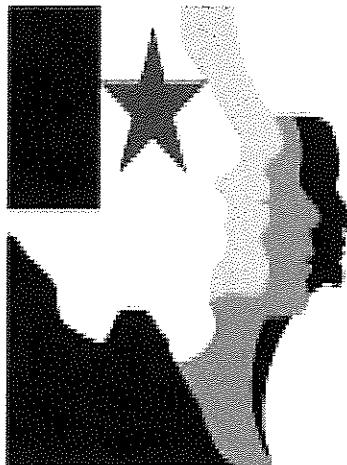


Name: MUSTAFA CHALANI  
Title: CFO  
Date of execution: 08/04/2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

- ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION
- ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS
- ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS
- ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION
- ATTACHMENT E – UNIFORM TERMS AND CONDITIONS
- ATTACHMENT F – SPECIAL CONDITIONS
- ATTACHMENT G – STATE ASSURANCES
- ATTACHMENT H – FEDERAL ASSURANCES
- ATTACHMENT I – DATA USE AGREEMENT

# **Attachment A – Healthy Texas Women Open Enrollment Solicitation**



# TEXAS

## Health and Human Services Commission

**Chris Traylor, Executive Commissioner**

**Open Enrollment  
For  
Healthy Texas Women**

**Enrollment Number: 529-16-0132**

**Enrollment Period Opens: May 27, 2016**

**Enrollment Period Closes: July 12, 2016**

**NIGP Class/Item Code:**

**924-16: Laboratory Testing Services**

**918-88: Quality Assurance Services**

**948-47: Care Center Services, Health**

**948-48: Drug Monitoring Services, International; Ethics & Code of conduct,  
Medical, Euthanasia; Faith Healers**

**948-55: Laboratory Services; Non-Physician**

**948-74: Physician Professional Services**

**952-42: Family Planning**

**952-62: Mental Health Services**

**952-88: Teen Pregnancy Services**

## TABLE OF CONTENTS

<b>1. GENERAL INFORMATION.....</b>	<b>4</b>
1.1. PROJECT SCOPE.....	4
1.2. POINT OF CONTACT.....	4
1.3. PROCUREMENT SCHEDULE.....	4
1.4. BACKGROUND.....	5
1.5. ELIGIBLE APPLICANTS.....	6
1.6. STRATEGIC ELEMENTS .....	7
1.7. EXTERNAL FACTORS .....	7
1.8. LEGAL AND REGULATORY CONSTRAINTS .....	8
1.9. HHSC AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS OPEN ENROLLMENT .....	9
1.10. AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS OPEN ENROLLMENT .....	9
1.11. DELIVERY OF NOTICES .....	10
<b>2. SCOPE OF WORK.....</b>	<b>11</b>
2.1. PROJECT SCOPE.....	11
2.2. ASSESSMENT NARRATIVE .....	13
2.3. CLINIC SITE READINESS.....	14
2.4. STAFF DEVELOPMENT PLAN.....	15
2.5. COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN .....	15
2.6. REPORTING REQUIREMENTS .....	16
2.7. BUDGET REQUIREMENTS AND MONTHLY COST REIMBURSEMENT PROCESS.....	17
2.8. FUNDING REQUEST AND CLIENTS SERVED.....	18
2.9. SERVICE DELIVERY AREA(S).....	19
2.10. GOALS AND PERFORMANCE MEASURES.....	19
<b>3. HISTORICAL UTILIZATION .....</b>	<b>20</b>
3.1. HISTORICAL UTILIZATION .....	20
3.2. METHOD OF ALLOCATION.....	20
<b>4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB).....</b>	<b>22</b>
4.1. INTRODUCTION.....	22
4.2. HHSC'S ADMINISTRATIVE RULES .....	23
4.3. STATEWIDE ANNUAL HUB UTILIZATION GOAL .....	23
4.4. REQUIRED HUB SUBCONTRACTING PLAN .....	23
4.5. CPA CENTRALIZED MASTER BIDDERS LIST .....	23
4.6. HUB SUBCONTRACTING PROCEDURES – IF AN APPLICANT INTENDS TO SUBCONTRACT.....	24
4.7. METHOD 5: APPLICANT DOES NOT INTEND TO SUBCONTRACT .....	26
4.8. POST-AWARD HSP REQUIREMENTS .....	27
<b>5. INFORMATION AND SUBMISSION INSTRUCTIONS.....</b>	<b>28</b>
5.1. HUB VENDOR TELECONFERENCE .....	28
5.2. MULTIPLE APPLICATIONS .....	28
5.3. USE OF SUBCONTRACTORS .....	28
5.4. OPEN ENROLLMENT CANCELLATION/PARTIAL AWARD/NON-AWARD .....	28
5.5. RIGHT TO REJECT APPLICATIONS OR PORTIONS OF APPLICATIONS.....	28
5.6. JOINT APPLICATIONS .....	28
5.7. WITHDRAWAL OF APPLICATIONS.....	29
5.8. COSTS INCURRED .....	29
5.9. INSTRUCTIONS FOR SUBMITTING APPLICATIONS .....	29
5.10. FORMAT AND CONTENT OF ELECTRONIC OR PAPER SUBMISSION OF APPLICATION .....	30

<b>6. ELIGIBILITY DETERMINATION .....</b>	<b>33</b>
6.1. INITIAL COMPLIANCE SCREENING .....	33
6.2. UNRESPONSIVE APPLICATIONS .....	33
6.3. CORRECTIONS TO APPLICATION .....	33
6.4. ADDITIONAL INFORMATION .....	33
<b>7. GLOSSARY AND ACRONYMS .....</b>	<b>34</b>
<b>PROGRAM FORMS .....</b>	<b>38</b>
FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST .....	39
FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT .....	41
FORM C: CONTACT PERSON INFORMATION .....	42
FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS .....	43
FORM G: APPLICANT BACKGROUND GUIDELINES .....	44
FORM G: APPLICANT BACKGROUND .....	45
FORM H: FUNDING REQUEST AND CLIENTS SERVED .....	46
FORM I: WORK PLAN GUIDELINES .....	47
FORM I: WORK PLAN .....	49
FORM I: WORK PLAN .....	50
FORM J: ASSESSMENT NARRATIVE GUIDELINES .....	55
FORM J: ASSESSMENT NARRATIVE .....	56
FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS .....	58
FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES .....	59
FORM L: STAFF DEVELOPMENT PLAN .....	61
FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR .....	62
FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN .....	63
<b>APPENDICIES.....</b>	<b>64</b>
APPENDIX A: HHSC HEALTHY TEXAS WOMEN PROGRAM REIMBURSABLE PROCEDURE CODES .....	65
APPENDIX B: HHSC UNIFORM TERMS AND CONDITIONS VERSION 2.12 .....	73
APPENDIX C: HHSC SPECIAL CONDITIONS VERSION 1.0 .....	74
APPENDIX D: HEALTHY TEXAS WOMEN CERTIFICATION .....	75
APPENDIX E: WOMEN AT OR BELOW 200% FPL .....	79

## **1. GENERAL INFORMATION**

### **1.1. Project Scope**

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

### **1.2. Point of Contact**

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	<b>Lizet Alaniz, CTPM</b>
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	<b>(512) 406-406-2423</b>
Fax:	<b>(512) 406-406-2695</b>
Email Address:	<b><a href="mailto:lizet.alaniz@hhsc.state.tx.us">lizet.alaniz@hhsc.state.tx.us</a></b>

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

### **1.3. Procurement Schedule**

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

<b>Procurement Schedule</b>	
Open Enrollment Period Opens	<b>05/27/16</b>
Open Enrollment Period Closes	<b>5:00 PM CST</b>

<b>Procurement Schedule</b>	
	<b>07/12/2016</b>
HUB Vendor Teleconference	<b>9:00 AM CST 06/02/16</b>
HHSC Post Awards to <u>Electronic State Business Daily (ESBD)</u>	<b>As contracts are executed</b>
Anticipated Contract Start Date	<b>7/1/16</b>

## 1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Taylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment**. The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

## **1.5. Eligible Applicants**

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:  
[http://comptroller.texas.gov/procurement/prog/vendor\\_performance/debarred/](http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/)
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:  
<https://www.sam.gov/portal/public/SAM/>
- determined to be “Active” by the Texas Comptroller of Public Accounts:  
<http://www.cpa.state.tx.us/taxinfo/coasintr.html>;
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

**NOTE:** To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

## **1.6. Strategic Elements**

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

## **1.7. External Factors**

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

## **1.8. Legal and Regulatory Constraints**

### **1.8.1 Delegation of Authority**

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

### **1.8.2 Conflicts of Interest**

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

### **1.8.3 Former Employees of a State Agency**

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

### **1.8.4 Interpretive Conventions**

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

## **1.9. HHSC Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

## **1.10. Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily \(ESBD\)](#). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

## **1.11. Delivery of Notices**

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

**The remainder of this page is intentionally left blank.**

## **2. SCOPE OF WORK**

### **2.1. Project Scope**

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

**NOTE:** A client will have an HTW identification number.

#### **Program Component 1 - Program Administration and Management**

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

## **Program Component 2 - Quality Assurance/Quality Improvement**

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
  - a. Medical Director's involvement in the QA/QI activities;
  - b. Activities used to identify trends of needed improvement and the frequency of those activities;
  - c. Activities to ensure correction and follow-up to findings identified;
  - d. Use and frequency of client satisfaction surveys;
  - e. System used to identify, report, and monitor adverse outcomes; and
  - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

## **Program Component 3 - Professional Development**

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

**NOTE:** Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

## **Program Component 4 – Recruitment**

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

## **Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:**

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## **2.2. Assessment Narrative**

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
  1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
  4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

### **2.3. Clinic Site Readiness**

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

## **2.4. Staff Development Plan**

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1 ):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

## **2.5. Community Education/Program Promotion Plan**

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

## **2.6. Reporting Requirements**

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

## **2.7. Budget Requirements and Monthly Cost Reimbursement Process**

### **A. Projected Budget Requirements:**

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

**NOTE:** Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

#### B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

### **2.8. Funding Request and Clients Served**

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

**NOTE:** Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

## **2.9. Service Delivery Area(s)**

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

## **2.10. Goals and Performance Measures**

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

**The remainder of this page is intentionally left blank.**

### **3. HISTORICAL UTILIZATION**

#### **3.1. Historical Utilization**

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

#### **3.2. Method of Allocation**

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

**NOTE:** During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

**The remainder of this page is intentionally left blank.**

## **4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

### **4.1. Introduction**

**The sole point of contact for HUB inquiries:**

**Texas Health and Human Services Commission  
John Wesley Smith, HUB Coordinator  
Phone: (512) 406-2536  
E-mail: John.Wesley.Smith@hhsc.state.tx.us**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

## **4.2. HHSC's Administrative Rules**

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

## **4.3. Statewide Annual HUB Utilization Goal**

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal of 26.0%** per fiscal year.

## **4.4. Required HUB Subcontracting Plan**

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

## **4.5. CPA Centralized Master Bidders List**

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbl/cmblhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

#### **4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract**

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

##### **A. Method 1: Applicant Intends to Subcontract with only HUBs:**

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or**

**B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):**

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

**C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

**D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;
  - required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

#### **4.7. Method 5: Applicant Does Not Intend to Subcontract**

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

#### **4.8. Post-award HSP Requirements**

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

## **5. INFORMATION AND SUBMISSION INSTRUCTIONS**

### **5.1. HUB Vendor Teleconference**

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to discuss **HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call. Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



### **5.2. Multiple Applications**

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

### **5.3. Use of Subcontractors**

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

### **5.4. Open Enrollment Cancellation/Partial Award/Non-Award**

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

### **5.5. Right to Reject Applications or Portions of Applications**

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

### **5.6. Joint Applications**

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

## **5.7. Withdrawal of Applications**

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

## **5.8. Costs Incurred**

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

## **5.9. Instructions for Submitting Applications**

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

### **Submission**

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

### **Physical Address for hand delivery and overnight and commercial mail:**

Health and Human Services Commission  
Attn: Response Coordinator  
Procurement and Contracting Services Building  
1100 W. 49<sup>th</sup> St.  
Mail Code: 2020  
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

**NOTE:** Applications may not include materials or pamphlets not specifically requested in this open enrollment.

## **5.10. Format and Content of Electronic or Paper Submission of Application**

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: **DELETED**
- Form E: **DELETED**
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

### **5.10.1 Section 1 -- Executive Summary**

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

#### **A. Financial Capacity**

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

#### **B. Corporate Guarantee**

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

#### **C. Bonding**

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

### **5.10.2 Section 2 - Completed Forms A - M-1**

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

### **5.10.3 Section 3 - HUB Subcontracting Plan**

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

**NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.**

### **5.10.4. Section 4 - Certifications and Other Required Forms**

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf)

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:

[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf). HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

**The remainder of this page is intentionally left blank.**

## **6. ELIGIBILITY DETERMINATION**

### **6.1. Initial Compliance Screening**

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

### **6.2. Unresponsive Applications**

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

### **6.3. Corrections to Application**

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

### **6.4. Additional Information**

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

## 7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

<b>TERM</b>	<b>DEFINITION</b>
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

<b>TERM</b>	<b>DEFINITION</b>
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

**PROGRAMMATIC ACRONYMS**

EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

The remainder of this page is intentionally left blank.

# **PROGRAM FORMS**

## FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name  
of Applicant: \_\_\_\_\_

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	<input type="checkbox"/>	
B	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
C	Contact Person Information	<input type="checkbox"/>	
D	DELETED	<input type="checkbox"/>	
E	DELETED	<input type="checkbox"/>	
F	Budget Summary and Details	<input type="checkbox"/>	
G	Applicant Background	<input type="checkbox"/>	
H	Funding Request and Performance Measures	<input type="checkbox"/>	
I	Work Plan	<input type="checkbox"/>	
J	Assessment Narrative	<input type="checkbox"/>	
K	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
K-1	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input type="checkbox"/>	
L-1	Staff Development Training Calendar	<input type="checkbox"/>	
M	Community Education/Program Promotion Plan	<input type="checkbox"/>	
M-1	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> <li>• <u>Child Support Certification;</u></li> <li>• <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u></li> <li>• <u>Required Certifications;</u></li> <li>• <u>Federal Lobbying Certification;</u></li> <li>• <u>Anti-Trust Certification;</u></li> <li>• <u>Respondent Information and Disclosures; and</u></li> <li>• <u>Information Security and Privacy Initial Inquiry (SPI)</u>  <a href="http://www.hhsc.state.tx.us/about_hhsc/Bus_Opp/HHS_SPI.pdf">http://www.hhsc.state.tx.us/about_hhsc/Bus_Opp/HHS_SPI.pdf</a></li> </ul>	<input type="checkbox"/>	

--	--	--	--

REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

## FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R
<b>-A-</b>		Crosby	<input type="checkbox"/>	01 Hays	<input type="checkbox"/>	07 Martin	<input type="checkbox"/>	09 Schleicher	<input type="checkbox"/>	09	
Anderson	<input type="checkbox"/>	04 Culberson	<input type="checkbox"/>	10 Hemphill	<input type="checkbox"/>	01 Mason	<input type="checkbox"/>	09 Scurry	<input type="checkbox"/>	02	
Andrews	<input type="checkbox"/>	09 -D-		Henderson	<input type="checkbox"/>	04 Matagorda	<input type="checkbox"/>	06 Shackelford	<input type="checkbox"/>	02	
Angelina	<input type="checkbox"/>	05 Dallam	<input type="checkbox"/>	01 Hidalgo	<input type="checkbox"/>	11 Maverick	<input type="checkbox"/>	08 Shelby	<input type="checkbox"/>	05	
Aransas	<input type="checkbox"/>	11 Dallas	<input type="checkbox"/>	03 Hill	<input type="checkbox"/>	07 McCulloch	<input type="checkbox"/>	09 Sherman	<input type="checkbox"/>	01	
Archer	<input type="checkbox"/>	02 Dawson	<input type="checkbox"/>	09 Hockley	<input type="checkbox"/>	01 McLennan	<input type="checkbox"/>	07 Smith	<input type="checkbox"/>	04	
Armstrong	<input type="checkbox"/>	01 Deaf Smith	<input type="checkbox"/>	01 Hood	<input type="checkbox"/>	03 McMullen	<input type="checkbox"/>	11 Somervell	<input type="checkbox"/>	03	
Atascosa	<input type="checkbox"/>	08 Delta	<input type="checkbox"/>	04 Hopkins	<input type="checkbox"/>	04 Medina	<input type="checkbox"/>	08 Starr	<input type="checkbox"/>	11	
Austin	<input type="checkbox"/>	06 Denton	<input type="checkbox"/>	03 Houston	<input type="checkbox"/>	05 Menard	<input type="checkbox"/>	09 Stephens	<input type="checkbox"/>	02	
<b>-B-</b>		DeWitt	<input type="checkbox"/>	08 Howard	<input type="checkbox"/>	09 Midland	<input type="checkbox"/>	09 Sterling	<input type="checkbox"/>	09	
Bailey	<input type="checkbox"/>	01 Dickens	<input type="checkbox"/>	01 Hudspeth	<input type="checkbox"/>	10 Milam	<input type="checkbox"/>	07 Stonewall	<input type="checkbox"/>	02	
Bandera	<input type="checkbox"/>	08 Dimmit	<input type="checkbox"/>	08 Hunt	<input type="checkbox"/>	03 Mills	<input type="checkbox"/>	07 Sutton	<input type="checkbox"/>	09	
Bastrop	<input type="checkbox"/>	07 Donley	<input type="checkbox"/>	01 Hutchinson	<input type="checkbox"/>	01 Mitchell	<input type="checkbox"/>	02 Swisher	<input type="checkbox"/>	01	
Baylor	<input type="checkbox"/>	02 Duval	<input type="checkbox"/>	11 -I-		Montague	<input type="checkbox"/>	-T-			
Bee	<input type="checkbox"/>	11 -E-		Irion	<input type="checkbox"/>	09 Montgomery	<input type="checkbox"/>	06 Tarrant	<input type="checkbox"/>	03	
Bell	<input type="checkbox"/>	07 Eastland	<input type="checkbox"/>	02 -J-		Moore	<input type="checkbox"/>	01 Taylor	<input type="checkbox"/>	02	
Bexar	<input type="checkbox"/>	08 Ector	<input type="checkbox"/>	09 Jack	<input type="checkbox"/>	02 Morris	<input type="checkbox"/>	04 Terrell	<input type="checkbox"/>	09	
Blanco	<input type="checkbox"/>	07 Edwards	<input type="checkbox"/>	08 Jackson	<input type="checkbox"/>	08 Motley	<input type="checkbox"/>	01 Terry	<input type="checkbox"/>	01	
Borden	<input type="checkbox"/>	09 Ellis	<input type="checkbox"/>	03 Jasper	<input type="checkbox"/>	05 -N-		Throckmorton	<input type="checkbox"/>	02	
Bosque	<input type="checkbox"/>	07 El Paso	<input type="checkbox"/>	10 Jeff Davis	<input type="checkbox"/>	10 Nacogdoches	<input type="checkbox"/>	05 Titus	<input type="checkbox"/>	04	
Bowie	<input type="checkbox"/>	04 Erath	<input type="checkbox"/>	03 Jefferson	<input type="checkbox"/>	05 Navarro	<input type="checkbox"/>	03 Tom Green	<input type="checkbox"/>	09	
Brazoria	<input type="checkbox"/>	06 -F-		Jim Hogg	<input type="checkbox"/>	11 Newton	<input type="checkbox"/>	05 Travis	<input type="checkbox"/>	07	
Brazos	<input type="checkbox"/>	07 Falls	<input type="checkbox"/>	07 Jim Wells	<input type="checkbox"/>	11 Nolan	<input type="checkbox"/>	02 Trinity	<input type="checkbox"/>	05	
Brewster	<input type="checkbox"/>	10 Fanning	<input type="checkbox"/>	03 Johnson	<input type="checkbox"/>	03 Nueces	<input type="checkbox"/>	11 Tyler	<input type="checkbox"/>	05	
Briscoe	<input type="checkbox"/>	01 Fayette	<input type="checkbox"/>	07 Jones	<input type="checkbox"/>	-O-		-U-			
Brooks	<input type="checkbox"/>	11 Fisher	<input type="checkbox"/>	02 -K-		Ochiltree	<input type="checkbox"/>	01 Upshur	<input type="checkbox"/>	04	
Brown	<input type="checkbox"/>	02 Floyd	<input type="checkbox"/>	01 Karnes	<input type="checkbox"/>	08 Oldham	<input type="checkbox"/>	01 Upton	<input type="checkbox"/>	09	
Burleson	<input type="checkbox"/>	07 Foard	<input type="checkbox"/>	02 Kaufman	<input type="checkbox"/>	03 Orange	<input type="checkbox"/>	05 Uvalde	<input type="checkbox"/>	08	
Burnet	<input type="checkbox"/>	07 Fort Bend	<input type="checkbox"/>	06 Kendall	<input type="checkbox"/>	-P-		-V-			
<b>-C-</b>		Franklin	<input type="checkbox"/>	04 Kenedy	<input type="checkbox"/>	11 Palo Pinto	<input type="checkbox"/>	03 Val Verde	<input type="checkbox"/>	08	
Caldwell	<input type="checkbox"/>	07 Freestone	<input type="checkbox"/>	07 Kent	<input type="checkbox"/>	02 Panola	<input type="checkbox"/>	04 Van Zandt	<input type="checkbox"/>	04	
Calhoun	<input type="checkbox"/>	08 Frio	<input type="checkbox"/>	08 Kerr	<input type="checkbox"/>	08 Parker	<input type="checkbox"/>	03 Victoria	<input type="checkbox"/>	08	
Callahan	<input type="checkbox"/>	02 -G-		Kimble	<input type="checkbox"/>	09 Parmer	<input type="checkbox"/>	01 -W-			
Cameron	<input type="checkbox"/>	11 Gaines	<input type="checkbox"/>	09 King	<input type="checkbox"/>	01 Pecos	<input type="checkbox"/>	09 Walker	<input type="checkbox"/>	06	
Camp	<input type="checkbox"/>	04 Galveston	<input type="checkbox"/>	06 Kinney	<input type="checkbox"/>	08 Polk	<input type="checkbox"/>	05 Waller	<input type="checkbox"/>	06	
Carson	<input type="checkbox"/>	01 Garza	<input type="checkbox"/>	01 Kleberg	<input type="checkbox"/>	11 Potter	<input type="checkbox"/>	01 Ward	<input type="checkbox"/>	09	
Cass	<input type="checkbox"/>	04 Gillespie	<input type="checkbox"/>	08 Knox	<input type="checkbox"/>	02 Presidio	<input type="checkbox"/>	10 Washington	<input type="checkbox"/>	07	
Castro	<input type="checkbox"/>	01 Glasscock	<input type="checkbox"/>	09 -L-		-R-		Webb	<input type="checkbox"/>	11	
Chambers	<input type="checkbox"/>	06 Goliad	<input type="checkbox"/>	08 Lamar	<input type="checkbox"/>	04 Rains	<input type="checkbox"/>	04 Wharton	<input type="checkbox"/>	06	
Cherokee	<input type="checkbox"/>	04 Gonzales	<input type="checkbox"/>	08 Lamb	<input type="checkbox"/>	01 Randall	<input type="checkbox"/>	01 Wheeler	<input type="checkbox"/>	01	
Childress	<input type="checkbox"/>	01 Gray	<input type="checkbox"/>	01 Lampasas	<input type="checkbox"/>	07 Reagan	<input type="checkbox"/>	09 Wichita	<input type="checkbox"/>	02	
Clay	<input type="checkbox"/>	02 Grayson	<input type="checkbox"/>	03 La Salle	<input type="checkbox"/>	08 Real	<input type="checkbox"/>	08 Wilbarger	<input type="checkbox"/>	02	
Cochran	<input type="checkbox"/>	01 Gregg	<input type="checkbox"/>	04 Lavaca	<input type="checkbox"/>	08 Red River	<input type="checkbox"/>	04 Willacy	<input type="checkbox"/>	11	
Coke	<input type="checkbox"/>	09 Grimes	<input type="checkbox"/>	07 Lee	<input type="checkbox"/>	07 Reeves	<input type="checkbox"/>	09 Williamson	<input type="checkbox"/>	07	
Coleman	<input type="checkbox"/>	02 Guadalupe	<input type="checkbox"/>	08 Leon	<input type="checkbox"/>	07 Refugio	<input type="checkbox"/>	11 Wilson	<input type="checkbox"/>	08	
Collin	<input type="checkbox"/>	03 -H-		Liberty	<input type="checkbox"/>	06 Roberts	<input type="checkbox"/>	01 Winkler	<input type="checkbox"/>	09	
Collingsworth	<input type="checkbox"/>	01 Hale	<input type="checkbox"/>	01 Limestone	<input type="checkbox"/>	07 Robertson	<input type="checkbox"/>	07 Wise	<input type="checkbox"/>	03	
Colorado	<input type="checkbox"/>	06 Hall	<input type="checkbox"/>	01 Lipscomb	<input type="checkbox"/>	01 Rockwall	<input type="checkbox"/>	03 Wood	<input type="checkbox"/>	04	
Comal	<input type="checkbox"/>	08 Hamilton	<input type="checkbox"/>	07 Live Oak	<input type="checkbox"/>	11 Runnels	<input type="checkbox"/>	02 -Y-			
Comanche	<input type="checkbox"/>	02 Hansford	<input type="checkbox"/>	01 Llano	<input type="checkbox"/>	07 Rusk	<input type="checkbox"/>	04 Yoakum	<input type="checkbox"/>	01	
Concho	<input type="checkbox"/>	09 Hardeman	<input type="checkbox"/>	02 Loving	<input type="checkbox"/>	09 -S-		Young	<input type="checkbox"/>	02	
Cooke	<input type="checkbox"/>	03 Hardin	<input type="checkbox"/>	05 Lubbock	<input type="checkbox"/>	01 Sabine	<input type="checkbox"/>	-Z-			
Coryell	<input type="checkbox"/>	07 Harris	<input type="checkbox"/>	06 Lynn	<input type="checkbox"/>	01 San Augustine	<input type="checkbox"/>	05 Zapata	<input type="checkbox"/>	11	
Cottle	<input type="checkbox"/>	02 Harrison	<input type="checkbox"/>	04 -M-		San Jacinto	<input type="checkbox"/>	05 Zavala	<input type="checkbox"/>	08	
Crane	<input type="checkbox"/>	09 Hartley	<input type="checkbox"/>	01 Madison	<input type="checkbox"/>	07 San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09 Haskell	<input type="checkbox"/>	02 Marion	<input type="checkbox"/>	04 San Saba	<input type="checkbox"/>	07			

## FORM C: CONTACT PERSON INFORMATION

**Legal Business Name  
of Applicant:** \_\_\_\_\_

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

### Contacts

<b>Billing Contact</b>	<b>Executive Director</b>
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

<b>Financial Director</b>	<b>Medical Director</b>
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

<b>Primary Program Contact</b>	<b>Quality Assurance Contact</b>
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

## **FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS**

### **Form F: Budget Summary and Forms F-1 through F-7: Budget Details**

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in Appendix A.

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

### **Form F: Budget Summary Worksheet**

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

## **FORM G: APPLICANT BACKGROUND GUIDELINES**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
  - A. Experience subcontracting with other organizations/providers;
  - B. Experience developing subcontracts and subcontract negotiations;
  - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
  - D. Experience providing technical assistance to subcontractors, including budget development and management;
  - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
  - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
  - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
  - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

## **FORM G: APPLICANT BACKGROUND**

**Legal Business Name of  
Applicant:** \_\_\_\_\_

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
  2. Reference the instructions on Form G – Applicant Background Guidelines.
  3. Applicant's response must not exceed 18 pages.
-

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

**Legal Business Name of  
Applicant:**

### **Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
-----------------------	----

### **Clients Served:**

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

**NOTE:** This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

**1. Clinical Services:** Enter the number of Unduplicated Clients Applicant intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

Projected Number of Clinical Clients to be Served:	
--	--

## **FORM I: WORK PLAN GUIDELINES**

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

**Program Administration and Management:**

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

**Quality Assurance/Quality Improvement:**

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
  - 1) Medical Director's involvement in the QA/QI activities;
  - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
  - 3) Activities to ensure correction and follow-up to findings identified;
  - 4) Use and frequency of client satisfaction surveys;
  - 5) System used to identify, report, and monitor adverse outcomes; and
  - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

**Professional Development:**

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

**Recruitment:**

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

**Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## **FORM I: WORK PLAN**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

1. Reference the instructions on Form I - Work Plan Guidelines.
  2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.
-

**FORM I: WORK PLAN****Program Component A****Program Administration and Management****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

**FORM I: WORK PLAN****Program Component B****Quality Assurance/Quality Improvement****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

**FORM I: WORK PLAN****Program Component C**  
**Professional Development****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

**FORM I: WORK PLAN****Program Component D**  
**Recruitment****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

**FORM I: WORK PLAN****Program Component E**  
**LARC Usage****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

## **FORM J: ASSESSMENT NARRATIVE GUIDELINES**

### **Part A**

Complete table to show assessment data sources and dates of assessments used.

### **Part B**

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
  - a. Geographic boundaries (urban or rural, physical environment);
  - b. General demographic data (age, gender, ethnicity, etc.);
  - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
  - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
  - e. Geographic service area (Form B);
  - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
  - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

## FORM J: ASSESSMENT NARRATIVE

Legal Business Name  
of Applicant: \_\_\_\_\_

**Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.**

---

### **Part A**

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

### **Part B**

(See ASSESSMENT NARRATIVE GUIDELINES).

## FORM K

### CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

<b>CLINIC SITE READINESS INFORMATION:</b>	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name  
of Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

Appropriate signage to identify funded entity?	<input type="checkbox"/>	<input type="checkbox"/>
Space for clinical and administrative staff?	<input type="checkbox"/>	<input type="checkbox"/>
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/>	<input type="checkbox"/>
Proper disposal for medical waste?	<input type="checkbox"/>	<input type="checkbox"/>
CLIA certification for level of tests performed?	<input type="checkbox"/>	<input type="checkbox"/>
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/>	<input type="checkbox"/>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/>	<input type="checkbox"/>
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/>	<input type="checkbox"/>
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/>	<input type="checkbox"/>
Compliance with ADA requirements?	<input type="checkbox"/>	<input type="checkbox"/>
Financial management systems including secure data storage?	<input type="checkbox"/>	<input type="checkbox"/>

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

**\*Each clinic form must contain current and accurate information.\***

<b>HEADER INFORMATION:</b>	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
<b>CLINIC SITE INFORMATION:</b>	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
<b>CLINIC HOURS AND SERVICES:</b>	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of  
Applicant: \_\_\_\_\_

Clinic Site #      of \_\_\_\_\_

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name: _____			
Street Address: _____		Suite : _____	
City: _____	County: _____	Zip Code: _____	HSR: _____
Clinic APPOINTMENT Phone #: _____			
Clinic PRIMARY Phone #: _____		Fax: _____	
Service Area (counties to be served): _____			
Contact Person: _____			
Pharmacy License #: _____		Class: _____	
TPI#: _____		NPI#: _____	
Submission date of Medicaid Application: _____			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

## FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name  
of Applicant:** \_\_\_\_\_

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.
2. Identify specific training that will be used for eligibility and billing staff.
3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.
4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

**NOTE:** If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

## **FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR**

**Legal Business Name  
of Applicant:**

Applicant must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Applicant's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
  2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
  3. Training twice annually to staff on HTW eligibility screening and application procedures.

This form is provided as guidance. The Applicant may use their own form but the information below must be included in Applicant's form. Label Form L-1.

## FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name  
of Applicant:

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

# APPENDICES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable Procedure Codes**

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Anesthesia for sterilization</b>		
	00851	
<b>Surgery - Integumentary system</b>		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
<b>Surgery - Female genital system</b>		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
<b>Radiology - Diagnostic imaging</b>		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
<b>Radiology - Diagnostic ultrasound</b>		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80061	18.83
<b>Pathology &amp; Lab - Drug testing</b>		
	80300	12.36
	80301	12.36
<b>Pathology &amp; Lab - Urinalysis</b>		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>

<b>Pathology &amp; Lab - Chemistry</b>		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
<b>Pathology &amp; Lab - Immunology</b>		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
<b>Pathology &amp; Lab - Transfusion medicine</b>		
	86900	4.20
	86901	4.20
<b>Pathology &amp; Lab - Microbiology</b>		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
<b>Pathology &amp; Lab - Cytopathology</b>		
	88150	14.86
	88164	14.86
	88175	37.25
<b>Medicine - Immunization administration</b>		
	90460	8.00
	90471	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90649	158.07
	90650	138.14
	90651	175.03
<b>Medicine - Hydration, diagnostic injections/infusions, chemo</b>		
	96372	18.98
<b>Medical nutrition therapy</b>		
	97802	26.73
	97803	22.99
	97804	12.03
<b>Medicine - Special services, procedures, and reports</b>		
	99000	9.30
	99078	29.40
<b>Behavioral change interventions, individual</b>		
	99406	11.18
	99407	21.82
<b>HCPCS A Codes - Supplies</b>		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
<b>HCPCS H Codes - Rehabilitative services</b>		
	H1010	12.30

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
<b>HCPCS S Codes - Private payer codes</b>		
	S4993	19.42
	S5000	5.90
<b>Office or Other Outpatient Services</b>		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
<b>Evaluation and Management</b>		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
<b>Preventive Medicine</b>		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Breast Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00400	
<b>Surgery - General</b>		
	10022	90.21
<b>Surgery - Integumentary system</b>		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
<b>Radiology - Diagnostic imaging</b>		
	71010	22.05
	71020	28.74
	76098	17.04
<b>Radiology - Diagnostic ultrasound</b>		
	76641	91.69
	76642	84.20
	76942	163.86
<b>Radiology - Breast mammography</b>		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Cervical Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00940	18.42
<b>Surgery - Female genital system</b>		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
<b>Radiology - Diagnostic imaging</b>		
	71010	18.71
	71020	24.32

<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Cytopathology</b>		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Medicine - Psychiatry</b>		
	90791	113.91
	90792	113.91
<b>Problem-Focused Gynecological Services</b>		
<b>Surgery - Female genital system</b>		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

<b>Other Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Laboratory Services</b>		
<b>Radiology - Diagnostic ultrasound</b>		
	76700	96.28
	76705	96.28
	76770	96.28
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
<b>Pathology &amp; Lab - Chemistry</b>		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
<b>Pathology &amp; Lab - Immunology</b>		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
<b>Pathology &amp; Lab - Transfusion medicine</b>		
	86885	8.05
<b>Pathology &amp; Lab - Microbiology</b>		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
<b>Pathology &amp; Lab - Cytopathology</b>		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
<b>Pathology &amp; Lab - Pulmonary</b>		
	94760	2.41
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

### Immunizations and Vaccinations

Procedure Groupings	Procedure Codes	Reimbursement Rates
<b>Medicine - Immunization administration</b>		

	90460	8.00
	90471	7.84
	90472	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

**Appendix B: HHSC Uniform Terms and Conditions Version 2.12**

Note: Appendix B not numbered  
in accordance with  
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

## TABLE OF CONTENTS

<b>ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS .....</b>	<b>4</b>
1.01 Definitions .....	4
1.02 Interpretive Provisions.....	5
<b>ARTICLE II Payment Methods and Restrictions .....</b>	<b>6</b>
2.01 Payment Methods.....	6
2.02 Final Billing Submission.....	6
2.03 Financial Status Reports (FSRs) .....	7
2.04 Debt to State and Corporate Status .....	7
2.05 Application of Payment Due.....	7
2.06 Use of Funds.....	7
2.07 Use for Match Prohibited .....	7
2.08 Program Income .....	7
2.09 Nonsupplanting .....	8
<b>ARTICLE III. STATE AND FEDERAL FUNDING.....</b>	<b>8</b>
3.01 Funding.....	8
3.02 No debt Against the State.....	8
3.03 Debt to State.....	8
3.04 Recapture of Funds.....	8
<b>ARTICLE IV Allowable Costs and Audit Requirements .....</b>	<b>9</b>
4.01 Allowable Costs. ....	9
4.02 Independent Single or Program-Specific Audit .....	10
4.03 Submission of Audit.....	10
<b>Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS .....</b>	<b>11</b>
5.01 General Affirmations.....	11
5.02 Federal Assurances.....	11
5.03 Federal Certifications .....	11
<b>ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY .....</b>	<b>11</b>
6.01 Ownership .....	11
6.02 Intellectual Property .....	11
<b>ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE .....</b>	<b>11</b>
7.01 Books and Records.....	11
7.02 Access to records, books, and documents .....	12

7.03	Response/compliance with audit or inspection findings .....	12
7.04	SAO Audit.....	12
7.05	Confidentiality.....	13
7.06	Public Information Act.....	13
<b>ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION</b>		<b>13</b>
8.01	Contract Management .....	13
8.02	Termination for Convenience.....	13
8.03	Termination for Cause.....	13
8.04	Equitable Settlement .....	14
<b>ARTICLE IX MISCELLANEOUS PROVISIONS</b>		<b>14</b>
9.01	Amendment.....	14
9.02	Insurance .....	14
9.03	Legal Obligations .....	14
9.04	Permitting and Licensure .....	14
9.05	Indemnity .....	15
9.06	Assignments .....	15
9.07	Relationship of the Parties.....	16
9.08	Technical Guidance Letters.....	16
9.09	Governing Law and Venue .....	16
9.10	Survivability.....	17
9.11	Force Majeure .....	17
9.12	No Waiver of Provisions .....	17
9.13	Publicity .....	17
9.14	Prohibition on Non-compete Restrictions .....	17
9.15	No Waiver of Sovereign Immunity.....	17
9.16	Entire Contract and Modification.....	17
9.17	Counterparts .....	18
9.18	Proper Authority.....	18
9.19	Employment Verification.....	18
9.20	Civil Rights .....	18

## **ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS**

### **1.01 Definitions**

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

**“Mentor Protégé”** means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

**“Parties”** means the System Agency and Grantee, collectively.

**“Party”** means either the System Agency or Grantee, individually.

**“Program”** means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

**“Project”** means specific activities of the Grantee that are supported by funds provided under this Contract.

**“Public Information Act”** or **“PIA”** means Chapter 552 of the Texas Government Code.

**“Statement of Work”** means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

**“Signature Document”** means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

**“Solicitation”** means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

**“Solicitation Response”** means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

**“State Fiscal Year”** means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

**“State of Texas Textravel”** means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

**“Technical Guidance Letter”** or **“TGL”** means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

- Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
  - e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
  - f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
  - g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
  - h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
  - i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
  - j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

## **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

## **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

## **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

## **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

## **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

## **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

# **ARTICLE III. STATE AND FEDERAL FUNDING**

## **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

## **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

## **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

## **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## **ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS**

### **4.01 Allowable Costs.**

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:  
[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

#### **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

#### **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file ("pdf") format or any other format agreed between the Parties.

## **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

#### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

## **ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

## **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

## **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

## **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

## **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

## **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

## **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

## **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

## **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

## **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

## **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

#### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

#### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

#### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

#### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

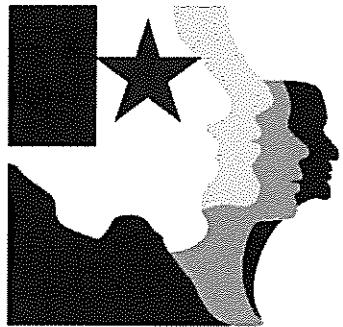
HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

## Appendix C: HHSC Special Conditions Version 1.0



HHSC Special  
Conditions 1.0.pdf

Note: Appendix C not  
numbered in accordance  
with Open Enrollment



**Health and Human Services Commission  
Special Conditions  
Version 1.0**

## TABLE OF CONTENTS

<b>ARTICLE I. SPECIAL DEFINITIONS .....</b>	<b>1</b>
<b>ARTICLE II. GENERAL PROVISIONS.....</b>	<b>2</b>
2.01 Controlling Order .....	2
2.02 Inducements.....	2
2.03 Delegation of Authority.....	3
2.04 Other System Agencies Participation in the Contract .....	3
2.05 Most Favored Customer .....	3
2.06 Assumption After Assignment .....	4
2.07 Cooperation with HHSC Vendors .....	4
2.08 Renegotiation and Reprocurement Rights.....	4
2.09 Solicitation Errors.....	4
<b>ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES.....</b>	<b>4</b>
3.01 Authority.....	4
3.02 Prohibition .....	4
3.03 Exception.....	5
3.04 Remedy .....	5
<b>ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS .....</b>	<b>5</b>
4.01 Qualifications.....	5
4.02 Conduct and Removal .....	5
4.03 No Authority.....	6
4.04 E-Verify .....	6
4.05 Subcontractors Not Identified in the Solicitation Response.....	6
<b>ARTICLE V.PERFORMANCE.....</b>	<b>6</b>
5.01 Measurement .....	6
<b>ARTICLE VI. AMENDMENTS AND MODIFICATIONS.....</b>	<b>7</b>
6.01 Formal Procedure .....	7
6.02 Minor Administrative Changes .....	7
6.03 Technical Guidance Letters .....	7
<b>ARTICLE VII. AUDITS AND RECORDS .....</b>	<b>7</b>
7.01 Record Retention .....	7
7.02 Access and Accommodation .....	8
7.03 Response to Audits or Inspection Findings .....	8
<b>ARTICLE VIII. PAYMENT .....</b>	<b>8</b>
8.01 Duty to Make Payment .....	8
<b>ARTICLE IX. CONFIDENTIALITY .....</b>	<b>9</b>

9.01 Requests for Public Information.....	9
9.02 Consultant Disclosure.....	9
9.03 Other Confidential Information.....	9
<b>ARTICLE X. DISPUTES AND REMEDIES.....</b>	<b>10</b>
10.01 Agreement of the Parties .....	10
10.02 Operational Remedies.....	10
10.03 Equitable Remedies .....	11
10.04 Continuing Duty to Perform .....	11
<b>ARTICLE XI. DAMAGES.....</b>	<b>11</b>
11.01 Availability and Assessment .....	11
11.02 Specific Items of Liability .....	11
<b>ARTICLE XII. TURNOVER.....</b>	<b>12</b>
12.01 Turnover Plan .....	12
12.02 Turnover Assistance .....	12
<b>ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS .....</b>	<b>13</b>
13.01 HHSC Additional Rights .....	13
13.02 Third Party Software .....	13
13.03 Software and Ownership Rights.....	13
<b>ARTICLE XIV. MISCELLANEOUS PROVISIONS .....</b>	<b>13</b>
14.01 Ability to Perform.....	13
14.02 Continuing Duty to Disclose .....	14
14.03 Conflicts of Interest .....	14
14.04 Flow Down Provisions .....	14
14.05 Recruitment Prohibition .....	14
14.06 Manufacturer's Warranties .....	14
14.07 Cooperation with HHSC Designees .....	15
14.08 Notice of Litigation or Contract Action .....	15

## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

- the capability to perform the WSD in accordance with the terms and conditions of the Contract; and
- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

#### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

#### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

#### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

## **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

## **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

## **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

# **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

## **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

## **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## **ARTICLE VI. AMENDMENTS AND MODIFICATIONS**

### **6.01 Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### **6.02 Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### **6.03 Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters (“TGL”) as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## **ARTICLE VII. AUDITS AND RECORDS**

### **7.01 Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN  
THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS  
HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES  
(INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES)**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

#### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

#### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

### **ARTICLE XI. DAMAGES**

#### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

#### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## ARTICLE XII. TURNOVER

### 12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### 12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## Appendix D: Healthy Texas Women Certification

**Legal Business Name  
of Applicant:** \_\_\_\_\_

This certification pertains to the following billing or performing provider:

Provider Name \_\_\_\_\_  
 Federal Tax ID Number \_\_\_\_\_ NPI  
 Number \_\_\_\_\_

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address \_\_\_\_\_  
 Street Address City/State/Zip Code \_\_\_\_\_  
 Telephone Number \_\_\_\_\_

Provider's primary physical address:

Street Address \_\_\_\_\_  
 Street Address City/State/Zip Code \_\_\_\_\_  
 Telephone Number \_\_\_\_\_

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
 common ownership, management, or control;  
 a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is \_\_\_\_\_ . I am the provider or, if the provider is an organization, I am the provider's (title or position) \_\_\_\_\_. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
 

I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
 

I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
 

I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity. In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
 

I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification \_\_\_\_\_ through 12/31/\_\_\_\_\_

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

Terminate HTW certification

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix E: Women at or Below 200% FPL

**Women At or Below 200 % FPL - From  
Census Small Area Health Insurance  
Estimates 2013**

**Texas**

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
<b>HSR 1 Total</b>	<b>159,586</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance Estimates  
2013**

**Health Service Region - 2**

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MICHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
<b>HSR 2 Total</b>	<b>96,222</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 3**

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
<b>HSR 3 Total</b>	<b>1,179,889</b>	<b>100%</b>

1. Women at or under 200% FPL according to the U.S.  
Census Bureau's 2013 Small Area Health Insurance  
Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 4**

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
<b>HSR 4 Total</b>	<b>203,866</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL**  
**From Census Small Area Health Insurance**  
**Estimates 2013 Health Service Region - 5**

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
<b>HSR 5 Total</b>	<b>141,350</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL**  
**From Census Small Area Health Insurance Estimates**  
**2013**

**Health Service Region - 6**

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
<b>HSR 6 Total</b>	<b>1,111,372</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (**SAHIE**) model.

**Women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 7**

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
<b>HSR 7 Total</b>	<b>523,803</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S.  
Census Bureau's 2013 Small Area Health Insurance  
Estimates (SAHIE) model.

**Women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 8**

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
<b>HSR 8 Total</b>	<b>500,004</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S.  
Census Bureau's 2013 Small Area Health Insurance  
Estimates (SAHIE) model.

**Women At or Below 200 % FPL**  
**From Census Small Area Health Insurance Estimates**  
**2013**

**Health Service Region - 9**

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	98,785	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance**

**Estimates 2013 Health Service Region - 10**

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
<b>HSR 10 Total</b>	<b>209,231</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL**  
**From Census Small Area Health Insurance**  
**Estimates 2013**

**Health Service Region - 11**

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
<b>HSR 11 Total</b>	<b>574,151</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

# **Attachment B – Contractor’s Revised Program Forms**

## **FORM H: FUNDING REQUEST AND CLIENTS SERVED**

**Legal Business Name of**

**Respondent:** The Texas International Institute of Health Professions

### Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	\$ 484,238
------------------------------	------------

### Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Proposed Number of Clinical Clients to be Served:</b>	3,400
--	-------

## **FORM I: WORK PLAN**

**Legal Business Name of  
Respondent:**

The Texas International Institute of Health Professions

### **Program component 1 - Program Administration and Management:**

#### **a. Identify the services respondent proposes to provide;**

Through the proposed project following HTW services will be provided to female clients ages between 15 and 44 years.

(a) Women Health Services: Women health services including annual well examination, clinical breast exams, sick visit, STI treatment, HIV screening, health education, nutrition counseling, immunization, preventive and screening services for obesity, hypertension, diabetes, cholesterol, smoking and screening for mental health.

(b) Family Planning Services: Birth Control, pregnancy testing, contraception services including LARC, STI testing and treatment, family planning counseling and education.

(c) Chronic medical disease and screening services: Screening and treatment for hypertension, diabetes, and cholesterol; as well as breast and cervical cancer screenings.

#### **b. Identify the Priority Population to be served;**

TIIHP will target the priority population for enrollment into the HTW program. Uninsured low income women between 15-44 years of age and those that are at or below the 200% Federal Poverty Level will be targeted for the enrollment. TIIHP understands that women must be US Citizens or legal immigrants. TIIHP will primarily focus on women living in Harris, Galveston, Chambers, Denton and Dallas counties. As soon as funds are available, TIIHP will screen patients for HTW program from its existing 5000 patient pool of EPHC program. TIIHP clinics do not accept private health insurance; however, TIIHP accept public insurance which makes them the perfect fit to implement the HTW program. Many women that seek TIIHP's clinical services qualify for the very funding that is available through the HTW program.

#### **c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;**

Delivery System: TIIHP has fully equipped and operating state of the art clinics. These clinics are open on weekends as well. The facilities deliver all components of women health and family planning services along with additional services such as nutritional counseling, health screenings, comprehensive dental and social services. VCare Clinics are clinic sites of TIIHP. Each VCare Clinics location has a large waiting area, spacious exam and procedure rooms, lecture hall, dental operatories, laboratory and special space for nutritional and mental health counseling.

Workforce: TIIHP currently employees 29 full-time employees, including administrative staff for eligibility screening, nurse aid, lab technicians, radiology techs, dental assistants and other essential nursing staff; with 1 part-time staff for medical records, follow up treatment , referral system and data entry; 3 full time physicians, Nurse Practitioner , 2 physician assistants, and a mental health counselors; 3 dentists with special experience on prenatal dentistry.TIIHP has 3 volunteer specialist physicians including Pediatrician, Gastroenterologist and Psychiatrist. All are multilingual and diverse staff.

**Policies:** The CEO of TIIHP develops policies; the Board of Directors approve these policies. The CEO then implements approved policies. The following policies are available: Personnel; Clinical and Management; Quality Assurance; Financial Management; and Operational. All the policies are reviewed every year by the Quality Assurance committee and the Board of Directors of TIIHP.

**Policy Making:** The CEO and his team recommend policies based on the community needs assessment or best practices. TIIHP constantly tries to improve and streamline policies that reflect current needs. Input from staff is always welcomed and taken into account when policies are formulated.

**Support Systems:** New staff is trained during orientation. Training is held onsite and at offsite locations, when sponsored by DSHS and other agencies. Training topics include: Human Resource Policies; Clinical Reviews; Equipment Handling; HIPPA Laws and Regulations; Domestic Violence and Human Trafficking; Child Abuse Prevention, Detection, and Reporting; CPR; and OSHA compliance. Program training is provided to the program staff by the Chief Program Officer (CPO). Training will also be arranged and provided to the future program staff of HTW program after funding approval. TIIHP has experienced and knowledgeable billing staff who report to the Chief Program Officer (CPO) for the program billing. All program billing logs are maintained by the CPO. All the financial and administrative systems are monitored and maintained by the CEO.

**Confidential Data Storage:** TIIHP has created a secure client record system. All clinics have separate record rooms in which all the records are organized and readily accessible. All efforts are undertaken to prevent a breach of confidentiality and security. All computers are password protected and encrypted. A record staff is responsible to maintain and take care of medical records.

**Infrastructure:** TIIHP community clinics are fully equipped for comprehensive primary and advanced women health care services including well women examination, gynecology care, nutritional counseling, immunization, family planning, prenatal care, breast and cervical cancer screening, mental health and health education.

**Capacity to Achieve Services:** TIIHP clinic has the capacity to provide women health and dental services. TIIHP has more than 4,000 unduplicated, low incomes, uninsured women clients enrolled in existing the EPHC program. According to data, TIIHP has 52 % female clientele in their network. TIIHP presently has experienced and trained program staff which is key competent in doing screening, eligibility, billing, social support, outreach, data analysis and auditing.

- d. Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;**

The Texas International Institute of Health Professions does not conduct any research on individuals who receive services through any HHSC funded programs.

- e. Provide an organizational Chart.**

Attached Appendix

**f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians;**

Attached Appendix

**g. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.**

Currently, TIIHP has program department which is operating under the leadership of Chief Program Officer. This department provides services to existing DSHS programs like

- Child health – Medical and Dental (Title V) – provide services to low income children.
- Expanded Primary Healthcare (EPHC) – provide services to women living under 200% FPL.
- Primary Healthcare Program (PHC) – Provide services to individuals living 200 % FPL.

This program department will include Healthy Texas Women Program in its operation. The program department have trained and experienced eligibility and screening program staff; clinicians; healthcare providers; outreach coordinators and billing staff. TIIHP will use its existing program staff and proportionately allocate time used for Healthy Texas Women Program activities. This proportionate time is budgeted to implement HTW program successfully.

## FORM I: WORK PLAN

<b>Program Component A</b> <b>Program Administration and Management</b>				
<b>Goals: To Facilitate, administer and manage HTW program in all TIIHP's clinics</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
To provide support, services, supplies and material for efficient HTW program	Structural maintenance	Yearly Facility Review	CEO	12/2016 12/2017
	Supplies availability	Quarterly Supplies check and balances	Clinic Managers	09/2016 01/2017 04/2017 08/2017
	Clinic Material	Yearly Inventory maintenance	CEO	12/2016
	Medical Equipment	Yearly Calibration	CEO	12/2016
	Appropriate Staff	Appropriate staff scheduling	CEO	07/2016 08/2017 Each month
	Appropriate Program eligibility staff	Appropriate Program staff scheduling	Chief Program Officer	07/2016 08/2017 Each month
	Appropriate Program Billing Staff	Appropriate scheduling	Chief Program Officer	07/2016 08/2017 Each month

## **Program component 2 - Quality Assurance/Quality Improvement:**

**1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals;**

Role of the QA/QI Committee: The QA/QI Committee ensures that institutional quality policies, standards and procedures at all levels are set, implemented, regularly monitored and evaluated. The committee reviews various issues of the institution to ensure all necessary inputs for enhancing the quality of care as per its vision and mission are in place and functioning. QA/QI Committee keeps under review the standard and the quality of health care offered by the institution in conformity with the national standard. They are responsible for ensuring system, policies, practices and procedures appropriate to medical and dental national standards. The QA/QI Committee provides governance and oversight of quality projects and recommends to the board on priorities for quality assurance in order to assess and improve the overall quality of TIIHP. The QA/QI Committee maintains oversight to ensure that Program activities are consistent with the program purpose and addresses patient complaints and problems, if any.

### **2a. Medical Director's involvement in the QA/QI activities;**

The Medical Director reviews medical charts and performs medical audits on a regular basis. He discusses clinical issues related to clinical services provided and responds accordingly to complaints received by QA committee. The Medical Director supports quality improvement and acts as a leader for committee and oversees ongoing activities in the following areas: case and disease management, chart review, need assessment, medical policies, credentialing, and quality activities.

### **2b. Activities used to identify trends of needed improvement and the frequency of those activities;**

Quality Improvement activities include a variety of mechanisms and procedures to measure, evaluate and improve the total scope of clinical services at TIIHP. The following activities and processes are used to support improvement in areas that reflect important aspects of quality of care and service.

- a. Managers meeting: All managers meet with QA committee on a monthly basis.
- b. Client Satisfaction Surveys: Client satisfaction surveys and routine monitoring indicators are designed to measure performance and to assess client satisfaction with the services; analysis is required to be done by statistician.
- c. Monitoring of Quality Indicators/Quality Measurement Studies. The quantitative monitoring of health care indicators is designed to reveal trends and performance opportunities in specific areas. To achieve this, the QM committee monitors a variety of indicators to affect improvements in care and service. These quality indicators are measurable, based on reasonable research, and use current and accepted quality methodologies.
- d. Chart Review: Medical and Dental directors review records on monthly basis to identify possible areas needing improvement and identify corrective measures to appropriate staff

### **2c. Activities to ensure correction and follow-up to findings identified;**

Medical and Dental Director review all finding and update QA committee if any changes required

### **2d. Use and frequency of client satisfaction surveys;**

System is in place and patient's complete satisfaction surveys; analysis is required to be done by statistician. Adverse outcomes are reported and monitored by staff and reviewed by QA committee.

### **2e. System used to identify, report, and monitor adverse outcomes; and**

Adverse outcomes are reported to the CEO and COO for review. The manager is responsible for documenting and tracking adverse outcomes and working with the COO in identifying corrective actions needed. The COO determines whether an identified adverse outcome is reported to the QA committee as a part of the peer review process. Upon completion of corrective actions, the COO makes a follow up report to the QA committee. The comprehensive evaluation of an adverse outcome is used to develop a system to prevent another similar outcome. The evaluation of providers, support staff, and clerical staff is the primary action taken when an adverse outcome is identified.

**2f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.**

TIIHP reviews existing policies and procedures, protocols, and standing delegation orders on an annual basis. The COO is responsible for identifying the need to update protocols. The providers then develop standing delegation orders (SDO) that direct support staff (nurses and clinic assistants). All protocols and SDOs are reviewed and approved by the QA committee.

**FORM I: WORK PLAN**

**Program Component B**  
**Quality Assurance/Quality Improvement**

**Goals:** TIIHP has a vision to provide high quality services to eligible Healthy Texas Women Program participants

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
To provide access to high quality family planning services to eligible females from age 15 – 44 through HTW program ( in compliance with HHSC guidelines)	Monthly clinical chart audits.	TIIHP's audit scores.	Medical Director.	07/01/2016 – 08/31/2017 Each month.
	Monthly eligibility and billing review.	TIIHP's audit scores.	Chief Program Officer.	07/01/2016 – 08/31/2017 Each month.
	Client Satisfaction Survey.	For a week period, twice a year approx. 50 % of patients (per clinic) are surveyed.	TIIHP Quality Lead.	07/01/2016 – 08/31/2017
	Peer review	Quarterly basis – patient logs seen	Medical Director CEO	Quarterly 08/2016 11/2016 02/2017 05/2017 08/2017
	Quarterly QA meeting.	Attendance logs Meeting Minutes.	TIIHP Quality Lead	Quarterly 08/2016 11/2016 02/2017 05/2017 08/2017
	Review of SDO and Protocols.	Annually.	Medical Director TIIHP Quality Lead	12/2016
	Review of medical provider's licensure.	Annually.	Chief Program Officer	12/2016
	Review of all facilities.	Annually	CEO	12/2016

### **Program component 3 - Professional Development:**

#### **A. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures;**

The objective, since inception, of The Texas International Institute of Health Professions (TIIHP) is to deliver high quality integrated primary, reproductive, behavioral, and dental and family planning services to the community. TIIHP understands that this can only be achieved through professionally trained, competent, skilled and experienced medical providers. TIIHP ensures that all the health care professionals working under the umbrella of TIIHP understand the mission and vision of the organization and provide high quality, equitable and affordable services to low income, uninsured and indigent populations of the communities. TIIHP has existing systems in place to monitor the quality of care provided to its patients (either program or non-program). Currently, TIIHP has a continuous Quality Assurance program in place which monitors different parameters required for quality. These parameters are monitored on a monthly basis by the quality assurance team of TIIHP.

To provide high quality care through the Healthy Texas Women program, TIIHP will design many safeguards to monitor the quality of care and make modification in the existing quality assurance mechanisms to ensure all the compliances, standards and guidelines are in compliance with program regulations. Quality Assurance mechanisms, staff training and development programs, HTW Program training, LARC training and Patient satisfaction surveys are some of the parameters through which healthcare professional competency can be monitored.

#### **Quality Assurance Mechanism:**

The Texas International Institute of Health Professions' goal is to provide quality health care which recognizes the inherent human worth and dignity of all persons, and to make our programs and services available to all without restriction; to create a healing environment where physicians, health professionals and staff work together to provide personalized care; to be a leader in advocating high quality health care programs and developing resources to satisfy the primary health care needs of our communities; and to operate in an ethically, culturally sensitive and fiscally responsible manner without compromising the patient and patient care needs. Since its inception, TIIHP has stayed committed to this mission by bringing affordable, high-quality preventive healthcare to the underprivileged communities in the Texas. TIIHP has an ongoing Quality Improvement (QI) program. Our QI program's focus of responsibility is to support the quality improvement concept through the provision of high quality patient care, periodic assessment of the appropriateness of the utilization of services and the quality of services provided.

For HTW program, TIIHP will place Quality Assurance activities to be monitored on monthly basis. These designed activities and mechanisms will ensure that services will be provided according to medical standards and in compliance with state guideline. These mechanisms include:

1. Clinical chart review
2. Peer review practices
3. Annual review of Standing Delegation Orders (SDO's) and Protocols
4. Annual providers and staff license check and update
5. Annual staff performance evaluation
6. Monthly adverse outcome and incidents reporting
7. Annual Quality Assurance plan evaluation

### **Healthcare Professional development and training**

TIIHP belief in providing opportunities to its healthcare professional, since inception, in areas of leadership, communication, clinical competencies, academic advancement and overall professional growth. With HTW funding, TIIHP will encourage its healthcare professionals to achieve and increase their knowledge in women health and family planning program through continuous education. This will ensure that all the healthcare professionals working in TIIHP will better equipped with maximum knowledge and information required to deliver services through HTW program.

### **Healthy Texas Women Program Training (Austin, TX)**

TIIHP will ensure that all of its providers attend healthcare provider's conference training organized in Austin by HHSC. This will allow healthcare professionals to have direct information regarding the clinical program requirements from HHSC.

### **LARC Training**

Currently, all TIIHP's medical providers are trained in all types of LARC methods of contraception including injection. These medical providers attended 2014 and 2015 LARC training organized by Merck. TIIHP will ensure that these training will be organized on a yearly basis in the future. With HTW program, the cost of LARC can be addressed for low income and uninsured eligible clients.

Along with all the above mentioned mechanisms and systems, TIIHP will also ensure that all efforts will be in placed so that program services will be provided with competency in a culturally sensitive environment.

### **TIIHP – Diverse clientele**

70% of patients coming to TIIHP's clinic are multilingual and multicultural. 100 % of the Board of TIIHP are from diverse cultural background. Recognizing the need of cultural competencies, TIIHP recruits staff members who reflect the cultural diversity of the community served. TIIHP also has multicultural and bilingual healthcare professionals. This removes barrier to accessing healthcare and develops trust between patient and medical providers.

To ensure cultural sensitivity in providing HTW services, TIIHP will select intervention for the program clients with cultural sensitivity. The following items demonstrate TIIHP's efforts in providing care for a diverse clientele:

- Hire and retain staff members who reflect the cultural diversity of the community served;
- Bilingual providers and/or staff for HTW clients;
- Cultural competency training for healthcare providers;
- Use of linguistically and culturally appropriate health education materials.

TIIHP will make sure to train not only healthcare professionals, but also clinical staff such as, administrative staff and program staff. TIIHP will ensure that Quality Assurance mechanisms are in place for all the staff and an annual staff evaluation observation will be done.

### **B. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.**

- Chief Program Officer, Eligibility Officer and Chief Executive Officer are the key program staff. TIIHP will ensure that the key program staff will attend all HHSC required training. This staff is required to attend HTW training in person in Austin/ Houston or participate in remote training.

- TIIHP also ensures that healthcare professionals also attend an annual clinical conference in Austin, if organized by HHSC.
- Chief Program Officer and Chief Executive Officer will attend all webinar and conference calls required by program.
- It is the responsibility of the Chief Program Officer to organize and arrange in-network training for the rest of TIIHP's staff who have not attended the HHSC training in Austin TX. This will allow all staff to understand the scope, objective and goals of HTW program. These trainings will be organized twice a year. The Chief Program Officer is required to submit a training report to QA committee in the following QA meeting.
- TIIHP has 3 clinics 2 in the Houston area and 1 in the Carrollton, Texas area. These cover 2 HHSC region – Region 6/5 and region 2/3. CPO will ensure that the Carrollton clinic staff will receive all program updates, changes and training on time. It is also obligatory that the key staff members of the Carrollton clinic will attend annual eligibility training in Austin, Texas.
- It is the responsibility of the Chief Program Officer to update all the staff, through the release of memos, about any updates and changes in the program. To make sure all the information is disseminated all the staff should sign the memo.

## FORM I: WORK PLAN

### Program Component C Professional Development

**Goals:** All the TIIHP Healthcare professional and staff should be fully trained for Healthy Texas Women Program.

Objectives	Activities	Measurement	Staff Responsible	Completion Date
To Provide professional training of TIIHP staff to be competent enough implement Healthy Women Program in accordance program guidelines	Provide onsite introduction and training to all the TIIHP's staff about program objective, requirement, and eligibility.	Attendance logs.	Chief Program Officer	07/2016
	Attend HTW training sessions and event in Austin TX.	Attendance Logs	Chief Program Officer	11/2016
	Organize monthly each clinic program meetings to ensure updated information of HTW program.	Attendance logs.	CEO Chief Program Officer	07/01/2016 – 08/31/2017 Each month.
	Eligibility and Billing training	Attendance log	Chief Program Officer.	Twice year 08/2016 02/2017.
	Special training for staff having error identified during monthly eligibility review.	CAP attendance sheet	Chief Program Officer	If needed
	Training of new staff	Orientation log	Chief Program Officer	When required at time of new hiring.
	LARC training at Austin TX (HHSC)	Attendance log	CEO	Once year organize by HHSC. (probably 11/2016)

## **Program component 4 - Recruitment**

Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

### **School Outreach to priority Population for family Planning**

TIIHP has a unique existing outreach program which provides preventive, nutritional, screening, counseling and educational services to the communities. Through EPHC program, implemented since 2013, TIIHP has done outreach at churches, temples, schools and community colleges.

Through Healthy Texas Women funding, TIIHP will ensure to enhance the scope of services and to provide outreach to priority populations in Harris, Galveston, Chambers, Denton and Dallas counties. The main target population, through outreach, to cover through HTW program will be younger women more likely interested in family planning **services**. The goal will be to discover as many ways raise awareness among young adults of the family planning services and to develop positive ways to make family planning services known and accessible to this population.

### **Community Outreach for Women Health**

TIIHP will offer quarterly interactive, comprehensive outreach services and health education in the community. Health education topics include:

- Family Planning & Contraception
- Preconception Care
- Sexually Transmitted Infections and HIV
- Women's Health
- Breast Health Awareness
- Healthy Relationships
- Healthy Sexuality
- Nutrition

Educational materials are distributed during quarterly community meetings. The Outreach Program helps to eliminate barriers to accessing health care by directly facilitating access into the clinic for medical services.

### **Media Outreach**

TIIHP will ensure outreach will be provided to the priority population through media outreach and social media. TIIHP will launch a radio broadcast outreach campaign on women's health through social media to aware and educate the community about women's health and family planning issues. TIIHP's program staff and medical providers will go on radio broadcast to lecture and convey messages related to HTW program. This will provide maximum information to the community. Six radio sessions will be arranged in each HHSC region. TIIHP's clinic exist in HHSC region 2/3 and 6/5. It means TIIHP will broadcast 12 sessions in total per year with in its network.

### **Health Fairs**

Each quarter TIIHP will arrange health fair on this topic-“Women Health and Family Planning”. It means 4 fairs will be organized by TIIHP. Two in Carrollton (2/3) and two in Houston (6/5). TIIHP medical providers will host seminars focusing on family planning, contraceptive, and other HTW related topics for participants. The health fairs will be highly visible and promoted in the weeks leading up to each one to obtain high attendance.

These services will be provided to HTW eligible clients in Harris, Galveston, Chambers, Denton and Dallas counties. TIIHP's clinic exists in HHSC region 2/3 and 6/5.

TIIHP will offer health screening services to all the individuals attending the health fairs at no cost. Health screenings include diabetes, hypertension, and cholesterol and cancer screenings. Free oral hygiene counseling will also be provided.

### **In reach program**

TIIHP will ensure that HTW clients will receive in reach assistance in family planning educational materials; pharmacy services; chronic disease screening like diabetes, hypertension, cholesterol; and immunizations. In reach services will be provided at all 3 of TIIHP's clinic locations. These services will be provided to HTW eligible clients in Harris, Galveston, Chambers, Denton and Dallas counties. TIIHP's clinic exist in HHSC region 2/3 and 6/5.

### **Education Program**

TIIHP will incorporate the following education topics for the community both on-site and outside the clinic. The topics to be discussed are as follows:

1. Family planning and birth spacing
2. Women's health
3. HTW program
4. STI
5. HIV
6. Teen pregnancy
7. Methods of contraception
8. Behavioral change

These services will be provided to HTW eligible clients and participants in outreach (you cannot limit this to HTW clients only, you should be trying to attract new HTW patients at the events) events in Harris, Galveston, Chambers, Denton and Dallas counties. TIIHP's clinic exist in HHSC region 2/3 and 6/5.

## FORM I: WORK PLAN

### Program Component D Recruitment

**Goal:** To increase enrollment of eligible women in HTW program

Objectives	Activities	Measurement	Staff Responsible	Completion Date
To enroll low income uninsured and underserved women in HTW program through aggressive community outreach	<u>12 Radio sessions</u>  4 Health Fair  Newspaper program promotion  7 Outreach Camps  20,000 Flier's distribution for program promotion	Media communication log.  Community Outreach log.  Media communication log.  Community Outreach log.  Community Outreach log.	Community Outreach Officer Chief Executive Officer (CEO)  Community Outreach Officer Chief Program Officer  Community Outreach Officer Chief Program Officer  Community Outreach Officer Chief Program Officer  Community Outreach Officer Chief Program Officer	07/01/2016 – 08/31/2017 Each month.  09/2016 11/2016 02/2017 07/2017  07/01/2016 – 08/31/2017 Each week  09/2016 11/2016 01/2017 03/2017 04/2017 05/2017 07/2017  07/01/2016 – 08/31/2017

## **Program component 5 -Long-Acting Reversible Contraception (LARC) Usage:**

- a. **Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;**

TIIHP provide all types of LARC methods, including injections, intrauterine devices (IUDs) and subdermal contraceptive implants, to its patients at all its facilities. TIIHP will not refer any HTW clients for any LARC method and will provide all LARC services at its locations.

All TIIHP medical providers are experienced, well trained and skilled in providing LARC services.

TIIHP also supports and encourages its providers to receive LARC training for professional development. Therefore, in 2015 and 2016 all the medical provider attended LARC training arranged by Merck.

- b. **Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and**

Since the inception EPHC program, TIIHP has encouraged LARC utilization as a first choice for contraception. This is one of the reasons that all the TIIHP clinics offer all methods of LARC to the community and all the medical providers working at all location are well trained and experienced, by MERCK, for LARC.

Through Healthy Texas Women program, TIIHP ensures to increase the acceptance and use of LARC among women of childbearing age. TIIHP also ensure to promote patient accessibility, providing patient education regarding all contraceptive methods especially LARC, and focusing on detailed and ongoing staff training. The following strategies will be implemented at all TIIHP clinics to increase the usage of LARC, especially long acting reversible contraceptive nexplanon in the priority population.

- TIIHP will post LARC posters for use in all clinic waiting areas, exam rooms and staff break rooms. This helps patient visualize options and provides effectiveness rates.
- TIIHP medical providers will encourage and offer all women, especially teenagers (with prior parental consent) coming to the clinic LARC as a first choice of contraception.
- Promote LARC in the field through education and outreach to healthcare providers, administrators, and
- TIIHP will arrange special workshops for LARC.
- TIIHP encourages, during college and head start school camps, LARC as first choice for contraception.
- TIIHP team will educate and inform the community about the importance, advantages and benefits of LARC over other contraception methods during radio broadcasts.
- Separate booths will be arranged in the health fairs to educate the community about usage of LARC.
- Distribute over 25,000 fliers in the community about LARC at flea markets, outside local laundry mats, and local grocery stores such as HEB and Walmart.
- TIIHP will create a clinic flow schedule that is flexible to allow same day insertions.
- Train all the non-clinical staff about the importance, usage and benefits of LARC. Train the non-clinical staff in patient counseling so the staff is better trained in providing better options to the patients during the screening process. Train case managers for contraception counseling.

- Do cross training once each year. This training should be part of orientation plan of new staff members.
- Provide support to healthcare professionals to attend continuing education and training related to LARC methods.

**c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.**

TIIHP strongly believes in staff development, learning and professional growth. It is strongly committed for staff to pursue opportunities for professional development.

For HTW program, TIIHP will invest in contraceptive development from start to finish. TIIHP will ensure that women have access to acceptable, effective methods that allow them to achieve program family planning goals.

For HTW program, TIIHP will design a program to help its staff build valuable works skills and enhance their performance in LARC utilization and education. This program will provide learning experiences that will enhance staff knowledge about LARC utilization and education.

- TIIHP will arrange annual staff training (mandatory for all) regarding LARC utilization and its benefits.
- TIIHP will arrange annual LARC training for all the medical providers.
- TIIHP will encourage non-clinical staff to receive training to become contraceptive counselors through LARC first program.
- TIIHP will support all staff for LARC training.
- LARC training will be included in orientation training for new staff.

## FORM I: WORK PLAN

<b>Program Component E LARC Usage</b>				
<b>Goals:</b> Increase use of long-acting reversible contraceptive (LARC) methods among women of childbearing age.				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
To educate and improve understanding of women about the benefits and effectiveness of LARC method compare to other contraceptive method	LARC posters in clinic waiting area, exam rooms and staff room.  LARC educational material provided to all the HTW patients on screening and enrollment.  LARC educational material distribution in the education camps at colleges and schools.  .  LARC education training of TIIHP clinical and non-clinical staff.	Monthly facility visits  Observational Evaluation of screening staff  Clients Survey  Attendance	Chief Program Officer  Chief Program Officer  Community Outreach Coordinator  Chief Executive Officer	07/01/2016 08/3/2017 Each month  07/01/2016 08/3/2017 Each month  08/2016 10/2016 12/2016 01/2017 03/2017 05/2017  08/2016 05/2017
	LARC training with MERCK	Attendance	CEO	07/2016 01/2017



## FORM K – 1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name:** The Texas International Institute of Health Professions      **Clinic Site #** 1 **of** 3

**CLINIC SITE INFORMATION:** Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name: <b>Vcare clinic - Broadway</b>					
Street Address: <b>8121 Broadway Street</b> Suite: 103					
City: <b>Houston</b>	County: <b>Harris</b>	Zip Code: <b>77061</b>	HHSR: <b>6/5</b>		
Clinic APPOINTMENT Phone #: <b>713-640-2273</b>					
Clinic PRIMARY Phone #: <b>713-640-2273</b>			Fax: <b>713-640-2276</b>		
Service Area <i>(counties to be served by this clinic site):</i> <b>Harris and Galveston Counties</b>					
Contact Person: <b>Dr. Maqsood Ahmed</b>					
Pharmacy License #:	N/A	Class:	N/A	Date of Pharmacy License Application Submission:	
<b>TPI#:</b> <b>3323917-01</b>			<b>NPI #:</b> <b>1316388358</b>		
Date of Medicaid Application Submission (if no TPI# or NPI#):					
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

### **CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	9:00 am	Noon	12:01 pm	3:00 pm		
<b>TUESDAY</b>	9:00 am	Noon	12:01 pm	3:00 pm		
<b>WEDNESDAY</b>	9:00 am	Noon	12:01 pm	3:00 pm		
<b>THURSDAY</b>	9:00 am	Noon	12:01 pm	3:00 pm		
<b>FRIDAY</b>	9:00 am	Noon	12:01 pm	3:00 pm		
<b>SATURDAY</b>	9:00 am	1:00 pm				
<b>SUNDAY</b>						
<b>TOTAL HRS/MONTH</b>	136 hrs. / mth					

## FORM K – 1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name:** The Texas International Institute of Health Professions      **Clinic Site #** 2 **of** 3

**CLINIC SITE INFORMATION:** Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name: <b>VCare clinic – Pasadena</b>					
Street Address: 2615 Strawberry Rd. Suite:					
City: <b>Pasadena</b>	County: <b>Harris</b>	Zip Code: <b>77502</b>	HHSR: <b>6/5</b>		
Clinic APPOINTMENT Phone #: <b>713-944-2273</b>					
Clinic PRIMARY Phone #: <b>713-944-2273</b>			Fax: <b>713-944-2276</b>		
Service Area <i>(counties to be served by this clinic site):</i> <b>Harris, Chambers and Galveston Counties</b>					
Contact Person: <b>Dr. Maqsood Ahmed</b>					
Pharmacy License #:	N/A	Class:	N/A	Date of Pharmacy License Application Submission:	
<b>TPI#:</b> <b>3565681-01</b>			<b>NPI #:</b> <b>1316388358</b>		
Date of Medicaid Application Submission (if no TPI# or NPI#):					
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

### **CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	9:00 am	Noon	12:01 pm	3:00 pm		
<b>TUESDAY</b>	9:00 am	Noon	12:01 pm	3:00 pm		
<b>WEDNESDAY</b>	9:00 am	Noon	12:01 pm	3:00 pm		
<b>THURSDAY</b>	9:00 am	Noon	12:01 pm	3:00 pm		
<b>FRIDAY</b>	9:00 am	Noon	12:01 pm	3:00 pm		
<b>SATURDAY</b>	9:00 am	1:00 pm				
<b>SUNDAY</b>						
<b>TOTAL HRS/MONTH</b>	136 hrs. / mth					

## **FORM K – 1: HEALTHY TEXAS WOMEN CLINIC SITES**

**Legal Business Name:** The Texas International Institute of Health Professions **Clinic Site #** 3 **of** 3

**CLINIC SITE INFORMATION:** Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name: <b>VCare clinic – Carrollton</b>		Suite: 122
Street Address: 1445 Mac Arthur		
City: <b>Carrollton</b>	County: <b>Denton</b>	Zip Code: <b>75007</b>
HHSR: 3		
Clinic APPOINTMENT Phone #: <b>972-245-1200</b>		
Clinic PRIMARY Phone #: <b>972-245-1200</b>		Fax: <b>972-245-9140</b>
Service Area <i>(counties to be served by this clinic site):</i> <b>Denton and Dallas Counties</b>		
Contact Person: <b>Dr. Maqsood Ahmed</b>		
Pharmacy License #:	N/A	Class: N/A Date of Pharmacy License Application Submission:
<b>TPI#:</b> <b>3323917-02</b>		<b>NPI #:</b> <b>1316388358</b>
Date of Medicaid Application Submission (if no TPI# or NPI#):		
Subcontractor Site: <input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
Mobile Site: <input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No

## **CLINIC HOURS**

	HOURS OF OPERATION					
DAY	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9:00 am	Noon	12:01 pm	3:00 pm		
TUESDAY	9:00 am	Noon	12:01 pm	3:00 pm		
WEDNESDAY	9:00 am	Noon	12:01 pm	3:00 pm		
THURSDAY	9:00 am	Noon	12:01 pm	3:00 pm		
FRIDAY	9:00 am	Noon	12:01 pm	3:00 pm		
SATURDAY	9:00 am	1:00 pm				
SUNDAY						
TOTAL HRS/MONTH	136 hrs. / mth					

# **Attachment C – Contractor’s Revised Budget**

## **General Instructions for Completing Budget Forms**

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Healthy Texas Women Program. Instructions for completing the budget template follow:

- \* Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.
- \*

Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget temples at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

- \* After you complete each budget category detail template, go to the Budget Summary.
- \* Distribute the total amount in column 1 in each budget category manually amoung the various funding sources (columns 2 through 6).
- \* Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.
- \* Fill all budget forms out in **WHOLE DOLLARS**.

## FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

The Texas International Institute of Health Professions

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$273,700	\$228,200	\$45,500
B. Fringe Benefits	\$30,107	\$25,102	\$5,005
C. Travel	\$9,686	\$9,686	\$0
D. Equipment	\$0	\$0	\$0
E. Supplies	\$177,714	\$23,800	\$153,914
F. Contractual	\$451,200	\$163,800	\$287,400
G. Other	\$33,650	\$33,650	\$0
H. Total Direct Costs	\$976,057	\$484,238	\$491,819
I. Indirect Costs	\$0	\$0	\$0
J. Total (Sum of H and I)	\$976,057	\$484,238	\$491,819

**NOTE:** The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$273,700	\$273,700	Fringe Benefits	\$30,107	\$30,107
	Travel	\$9,686	\$9,686	Equipment	\$0	\$0
	Supplies	\$177,714	\$177,714	Contractual	\$451,200	\$451,200
	Other	\$33,650	\$33,650	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$976,057	Budget Total	\$976,057
------------	---------------------	-----------	--------------	-----------

List any budget assumptions below:

## **FORM F-1: PERSONNEL Budget Category Detail Form**

Legal Name of Respondent:

The Texas International Institute of Health Professions

<b>PERSONNEL</b>	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Chief Program Officer	N	Provides Programmatic oversight and management	0.3	N/A	\$8,000.00	14	\$33,600
Case Manager - Broadway Clinic	N	Provide Case management Services - clinical work	0.3	N/A	\$4,000.00	14	\$16,800
Case Manager - Pasadena Clinic	N	Provide Case management Services - clinical work	0.3	N/A	\$4,000.00	14	\$16,800
Case Manager - Carrollton Clinic	N	Provide Case management Services - clinical work	0.3	N/A	\$4,000.00	14	\$16,800
Billing Officer	N	Maintain billing logs and monitor day to day billing process	0.3	NA	\$4,000.00	14	\$16,800
Community Outreach Coordinator	N	Provide Community Outreach Services	0.4	NA	\$4,000.00	14	\$22,400
Admin Staff	Y	Provide administrative assistance	1	N/A	\$3,000.00	14	\$42,000
Nursing Staff - Broadway Clinic	N	Provides Clinical care	0.3	NA	\$2,500.00	14	\$10,500
Nursing Staff - Pasadena Clinic	N	Provides Clinical care	0.3	NA	\$2,500.00	14	\$10,500
Nursing Staff - Carrollton Clinic	N	Provides Clinical care	0.3	NA	\$2,500.00	14	\$10,500
Lab Staff - Pasadena clinic	N	Provide Lab services to HTW Patients	0.3	N/A	\$2,500.00	14	\$10,500
Lab Staff - Broadway clinic	N	Provide Lab services to HTW Patients	0.3	N/A	\$2,500.00	14	\$10,500
Lab Staff - Carrollton clinic	N	Provide Lab services to HTW Patients	0.3	N/A	\$2,500.00	14	\$10,500
<b>TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS</b>							<b>\$45,500</b>
<b>SalaryWage Total</b>							<b>\$273,700</b>

### **FRINGE BENEFITS**

Itemize the elements of fringe benefits in the space below:

FICA , WorkmanComp, Insurance and other benefits

	<b>Fringe Benefit Rate %</b>	11.00%
	<b>Fringe Benefits Total</b>	\$30,107

## FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

The Texas International Institute of Health Professions

Conference / Workshop Travel Costs		Justification	Location City/State	Number of: Days/Employees	Travel Costs	
Description of Conference/Workshop					Mileage	\$275
DSHS Training	3 CASE MANAGER ATTEND HTW TRAINING IN AUSTIN FROM HOUSTON REGION	AUSTIN	2/3	Mileage	\$275	
				Airfare		
				Meals	\$300	
				Lodging	\$200	
				Other Costs		
				Total	\$775	
DSHS Training	2 CASE MANAGER ATTEND HTW TRAINING IN AUSTIN FROM CARROLLTON REGION	AUSTIN	2/2	Mileage	\$250	
				Airfare		
				Meals	\$200	
				Lodging	\$200	
				Other Costs		
				Total	\$650	
DSHS Training	MEDICAL PROVIDER ATTEND HTW CLINICAL CONFERENCE IN AUSTIN	AUSTIN	2/2	Mileage	\$500	
				Airfare		
				Meals	\$200	
				Lodging	\$200	
				Other Costs		
				Total	\$900	
				Mileage		
				Airfare		
				Meals		
				Lodging		
				Other Costs		
				Total	\$0	
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS						\$0

**Total for Conference / Workshop Travel**

**\$2,325**

Other / Local Travel Costs		Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Chief Program Officer - Houston Visits 30 miles a week for 60 weeks for program promotion, community meetings and program performance	1800	\$0.575	\$1,035			\$1,035

Revised: 7/6/2009

<b>Community Outreach Coordinator</b> 40 miles a week for 60 weeks for program outreach program promotion, program marketing and health fairs	2400	\$0.575	\$1,380		\$1,380
<b>Medical providers -Pasadena</b> Traveling for Professional development and Training , LARC training and HTW program conferences. 15 miles a week for 60 week	900	\$0.575	\$518		\$518
<b>Program Director - Carrollton Visit</b> 550 miles a month for 14 months for program promotion, community meetings and program	7700	\$0.575	\$4,428		\$4,428
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

**\$7,361**

Other / Local Travel Costs: **\$7,361**

Conference / Workshop Travel Costs: **\$2,325**

Total Travel Costs: **\$9,686**

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy  X

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category  
Detail Form**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

**Total Amount Requested for Equipment:**

\$0

## **FORM F-4: SUPPLIES Budget Category Detail Form**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Office Supplies - \$3.00 /visit for 3,400 visits	General office Supplies for HTW Program, including stationary, medical records papers and folders, and family planning supplies	\$10,200
Laboratory Supplies- \$5 /visit for 3,400 visits	Laboratory supplies for HTW patients needed lab work include glucometer strips and papsmear cost	\$17,000
Medical supplies \$ 3 /visit for 3400 visits	Exam room supplies	\$10,200
Vaccines \$2.00/visit for 3,400 visits	Supplies for seasonal Flu and other vaccines, vaccines provided to HTW patients by TIIHP Clinics and or for future epidemics	\$6,800
Educational Supplies 3400 @\$.65	Consumable items and supplies essential / required to support direct delivery of primary care	\$2,210
Pharmacy ( Oral Contraceptive Pills )	\$ 10 X 3400 individuals ( Birth control Pills )	\$34,000
IUD & Implantable Contraceptives	\$ 700 X 100 individuals ( Non Hormonal and Hormonal)	\$70,000
Emergency Contraceptive	Depo Provera ( Injectable Contraceptive ) ( \$65.60 X340)	\$22,304
Desk tops, scanner, printer and supplies	Maintain efficient HTW patients records.	\$5,000

**Total Amount Requested for Supplies:**

**\$177,714**

Revised: 7/6/2009

## **FORM F-5: CONTRACTUAL Budget Category Detail Form**

**Legal Name of Respondent:** The Texas International Institute of Health Professions

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

<b>CONTRACTOR NAME (Agency or Individual)</b>	<b>DESCRIPTION OF SERVICES (Scope of Work)</b>	<b>Justification</b>	<b>METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)</b>	<b># of Months, Hours, Units, etc.</b>	<b>RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)</b>	<b>TOTAL</b>
Dr. Lewellyn Canio MD Broadway clinic	Medical Director and Provider at Broadway clinic - Supervision	Medical Services required by HTW program 12 hours/week for 60 weeks	Bi weekly	720	\$110.00	\$79,200
Medical Provider at Broadway Clinic	Medical Services - Broadway Clinic Clinical Provider	Medical services required by HTW program 12 hrs/ week for 60 weeks	Biweekly	720	\$100.00	\$72,000
Medical Provider at Pasadena Clinic	Medical Services - Pasadena Clinic Clinical Provider	Medical services required by HTW program 12 hrs/ week for 60 weeks	Biweekly	720	\$100.00	\$72,000
Gynaecologist - HHSC Region 6 clinic area Houston	Gynaecological services services	Provide gynaecology services to female patients 8 Hours/week for 60 weeks	Hourly	480	\$150.00	\$72,000
Medical Provider at Carrollton Clinic	Medical Services - Carrollton Clinic Medical Provider	Medical services required by HTW program 14 hrs/ week for 60 weeks	Biweekly	840	\$100.00	\$84,000
Gynaecologist - HHSC Region 3 Carrolton clinic area	Gynaecological services services	Provide gynaecology services to female patients 8 Hours/week for 60 weeks	Hourly	480	\$150.00	\$72,000
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

**\$451,200**

## **FORM F-6: OTHER Budget Category Detail Form**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

**Total Amount Requested for Other:**

**\$33,650**

## FORM F - 7 Indirect Costs

Legal Name of Respondent: The Texas International Institute of Health Professions

Total amount of indirect costs allocable to the project: Amount: \$0

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable.** Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:

BASE:

**Applies only to governmental entities** . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of **Certification of Cost Allocation Plan** or **Certification of Indirect Costs**.

RATE:

TYPE:

BASE:

GO TO PAGE 2 (below)

## **Page 2, FORM F - 7 Indirect Costs**

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

## **SUPPLEMENTAL FORMS INSTRUCTIONS**

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental

Form F-2 Travel Supplemental

Form F-3 Equipment Supplemental

Form F-4 Supplies Supplemental

Form F-5 Contractual Supplemental

Form F-6 Other Supplemental

**FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

**FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

## **FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)**

Legal Name of Respondent:

The Texas International Institute of Health Professions

Conference / Workshop Travel Costs				
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0

**Total for Conference / Workshop Travel**

\$0

Revised: 7/6/2009

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel**


 Other / Local Travel Costs: 

 Conference / Workshop Travel Costs: 
**Total Travel Costs:**

## **FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)**

Legal Name of Respondent:

**The Texas International Institute of Health Professions**

<b>Conference / Workshop Travel Costs</b>				
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0
				Mileage Airfare Meals Lodging Other Costs <b>Total</b> \$0

**Total for Conference / Workshop Travel**

\$0

Revised: 7/6/2009

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel**


 Other / Local Travel Costs: 

 Conference / Workshop Travel Costs: 
**Total Travel Costs:**

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category**  
**Detail Form (Supplemental)**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

**Total Amount Requested for Equipment:**

\$0

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category**  
**Detail Form (Supplemental)**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

**Total Amount Requested for Equipment:**

\$0

**FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

**Total Amount Requested for Supplies:**

\$0

**FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

**Total Amount Requested for Supplies:**

\$0

## **FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)**

Legal Name of Respondent: **The Texas International Institute of Health Professions**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

**\$0**

## **FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)**

Legal Name of Respondent: **The Texas International Institute of Health Professions**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

**\$0**

## **FORM F-6: OTHER Budget Category Detail Form (Supplemental)**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

**Total Amount Requested for Other:**

\$0

## **FORM F-6: OTHER Budget Category Detail Form (Supplemental)**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

**Total Amount Requested for Other:**

\$0

## **Attachment D – Contractor’s Original Application**



# The Texas International Institute of Health Professions

## HEALTHY TEXAS WOMEN PROGRAM PROPOSAL

**RFP NO. 529-16-0094**

**5/2/2016**

DR. MUSTAFA CHAGANI, MD, H.D.H.H.S.A,  
HEALTH SERVICES ADMINISTRATION  
CHIEF EXECUTIVE OFFICER,  
OFFICE: 713-640-2273 CELL: 469-684-3237  
Email: [ceo@vcareclinics.org](mailto:ceo@vcareclinics.org)

**TOP SHEET**

**THE TEXAS INTERNATIONAL INSTITUTE OF HEALTH PROFESSIONS**

**HEALTHY TEXAS WOMEN PROPOSAL**

**EXECUTIVE SUMMARY**

The Texas International Institute of Health Professions (TIIHP) is a Non-profit 501(c) (3) Community Based Organization established in 2012. The TIIHP is also certified and licensed from the Texas Medical Board under section 62.001(b) as Non-Profit Health Organization. The mission of TIIHP is to increase equitable and affordable access to high quality, integrated primary, behavioral, dental and preventive health care services and to provide community education and resources to improve the health literacy and provide modern health care to undeserved, uninsured and vulnerable populations, without regard to their ability to pay. Since its inception TIIHP has served more than 50,000 individuals for their health care needs.

TIIHP's vision is to increase life expectancy, improve quality of life and enhance chances of survival for low-income and underprivileged communities. TIIHP has achieved this vision through building strong strategic public and private sector partnerships and collaborations, and by leveraging voluntary and professional resources from within the local communities. TIIHP envisions a high-performing, accountable, coordinated health care system for under-served population. TIIHP also has vision to expand comprehensive primary care services to underserved areas of Texas.

The TIIHP is doing business under the name of VCare Clinics ([www.vcareclinics.org](http://www.vcareclinics.org)). Currently, TIIHP operates three VCare Clinics in underserved and poverty stricken areas of Harris, Galveston, Dallas and Denton Counties clustered in the Cities of Houston, Pasadena and Carrollton Texas.

Three VCare Clinics provide Comprehensive women health services including annual well examination, clinical breast exams, sick visits, mental health counseling, health education, nutrition counseling, immunization, mammogram in collaboration with MD Anderson, STI testing and treatment, along with Family Planning services including pregnancy testing, contraception counseling; LARC; cervical cancer screening and menopausal care.

Addition of Healthy Texas Women program (HTW) in the existing TIIHP support services will further enhance access to family planning especially Long Acting Reversible Contraceptive (LARC) services and management of chronic diseases under one roof. These value added benefits will further reduce unwanted pregnancies, control teen pregnancies, lower low birth weight babies born and reduce unnecessary burden on Medicaid.

The TIIHP is a very valuable contractor of the Texas DSHS for Title V Child Health and Dental Services, Expanded Program for Primary Health Care, Primary Health Care for uninsured and Epilepsy Programs. TIIHP has capacity, knowledge and expertise to manage HTW Program.

TIIHP has strategy to target 4,300 unduplicated underserved, uninsured and low-income (<200% FPL) females between the age group of 15-44 years, who are living in poverty stricken areas of

Harris, Galveston, Dallas and Denton Counties. TIIHP already has trained staff to screen and enroll eligible uninsured and underserved females for HTW Program. TIIHP has experienced clinical staff including Board Certified Family Practice Physicians, Physician Assistants, Nurse Practitioners and females Gynecologists. All of these clinicians have been trained on LARC through MERCK, a pharmaceutical company that supplies LARC contraceptive products to our clinics.

The existing Expanded Primary Health Care Program staff is trained to provide Fee-for-Service, and deliver clinical care to eligible EPHC Program patients. These staff members will also participate in HTW program.

TIIHP also reaches to the communities and individuals outside TIIHP's service areas through the Outreach Program and arrange free health fairs; distribute health education material and information to improve life style and control diseases.

TIIHP has developed comprehensive work plan to successfully implement Health Texas Women Program through following strategies:

- Administration and management team will make sure all support services including physical infrastructure is intact and facilitate access to clinical services. Management will also make sure that sufficient medical material and supplies are available for HTW program patients.
- The Board of Directors has developed mechanism to monitor high quality care is provided to all of our patients; and will also make sure that continuous quality and continuum of care is provided to HTW eligible participants.
- Existing EPHC Program staff will further be trained, through professional development program especially on eligibility, fee-for-service, cultural competency and multi-linguistic abilities to handle diverse program population.
- Our outreach staff will be trained to recruit patients in neighborhoods, reach out to communities through aggressive marketing by utilizing channels of communication including radio talks, public service announcements, newspaper ads, social media and website approaches. Outreach team will educate eligible HTW program participants at community level to access Family planning and family practices services that are provided by TIIHP.
- Availability of sufficient LARC material for HTW Program patients, staff training on LARC products and establish strong referral system through our community partners.

TIIHP has also developed conservative budget, will utilize existing resources that will supplement government efforts to successfully implement HTW program. TIIHP has been very innovative in cost sharing, cost efficient, utilize community resources to reduce burden on State funding.

In conclusion, The Texas International Institute of Health Professions has capacity, knowledge, infrastructure, clinical expertise, trained project and diverse program staff that will successfully implement Healthy Texas Women Program. Please visit our website at [www.vcareclinics.org](http://www.vcareclinics.org) for more information.

## **Section 2**

# **Completed Forms A – M-1**

**FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST****Legal Business Name of****Respondent:** The Texas International Institute of Health Professions (TIIHP)

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

<b>PROGRAM FORMS</b>	<b>DESCRIPTION</b>	<b>Included</b>	<b>Page #</b>
<b>A</b>	Proposal Table and Contents and Checklist	X	4
<b>B</b>	Texas Counties and Regions List Served by Project	X	5
<b>C</b>	Contact Person Information	X	6
<b>D</b>	Deleted -- nothing to be submitted		
<b>E</b>	Deleted -- nothing to be submitted		
<b>F</b>	Budget Summary and Details	X	9 - 16
<b>G</b>	Respondent Background	X	17 - 26
<b>H</b>	Funding Request and Performance Measures	X	27
<b>I</b>	Work Plan	X	28 - 45
<b>J</b>	Assessment Narrative	X	46 - 48
<b>K</b>	Healthy Texas Women Clinic Site Readiness	X	49 - 51
<b>K-1</b>	Healthy Texas Women Clinic Sites*	X	52 - 54
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid		
<b>L</b>	Staff Development Plan	X	55 - 57
<b>L-1</b>	Staff Development Training Calendar	X	58 - 59
<b>M</b>	Community Education/Program Promotion Plan	X	60 - 63
<b>M-1</b>	Community Education/Program Promotion Calendar	X	64 - 66

**NOTE:** Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar. (Appendix E Pg. 67 – 72)

<b>REQUIRED FORMS</b>	<b>DESCRIPTION</b>	<b>Included</b>	<b>Page #</b>
<b>1</b>	Child Support Certification	X	73
<b>2</b>	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	X	74 - 75
<b>3</b>	Required Certifications	X	76 - 77
<b>4</b>	Federal Lobbying Certification	X	78
<b>5</b>	Anti-Trust Certification	X	79 - 80
<b>6</b>	Respondent Information and Disclosures	X	81 - 84
<b>7</b>	HUB Subcontracting Plan (HSP)	X	85 - 93
<b>8</b>	HHS Information Security and Privacy Initial Inquiry (SPI)	X	94 - 102

**FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT**

Respondent must identify the counties in which it proposes to provide the services required under this

Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R
<b>-A-</b>		Crosby	<input type="checkbox"/>	01 Hays	<input type="checkbox"/>	07 Martin	<input type="checkbox"/>	09 Schleicher	<input type="checkbox"/>	09	
Anderson	<input type="checkbox"/>	04 Culberson	<input type="checkbox"/>	10 Hemphill	<input type="checkbox"/>	01 Mason	<input type="checkbox"/>	09 Scurry	<input type="checkbox"/>	02	
Andrews	<input type="checkbox"/>	<b>-D-</b>		Henderson	<input type="checkbox"/>	04 Matagorda	<input type="checkbox"/>	06 Shackelford	<input type="checkbox"/>	02	
Angelina	<input type="checkbox"/>	05 Dallam	<input type="checkbox"/>	01 Hidalgo	<input type="checkbox"/>	11 Maverick	<input type="checkbox"/>	08 Shelby	<input type="checkbox"/>	05	
Aransas	<input type="checkbox"/>	11 Dallas	<input checked="" type="checkbox"/>	03 Hill	<input type="checkbox"/>	07 McCulloch	<input type="checkbox"/>	09 Sherman	<input type="checkbox"/>	01	
Archer	<input type="checkbox"/>	02 Dawson	<input type="checkbox"/>	09 Hockley	<input type="checkbox"/>	01 McLennan	<input type="checkbox"/>	07 Smith	<input type="checkbox"/>	04	
Armstrong	<input type="checkbox"/>	01 Deaf Smith	<input type="checkbox"/>	01 Hood	<input type="checkbox"/>	03 McMullen	<input type="checkbox"/>	11 Somervell	<input type="checkbox"/>	03	
Atascosa	<input type="checkbox"/>	08 Delta	<input type="checkbox"/>	04 Hopkins	<input type="checkbox"/>	04 Medina	<input type="checkbox"/>	08 Starr	<input type="checkbox"/>	11	
Austin	<input type="checkbox"/>	06 Denton	<input checked="" type="checkbox"/>	03 Houston	<input type="checkbox"/>	05 Menard	<input type="checkbox"/>	09 Stephens	<input type="checkbox"/>	02	
<b>-B-</b>		DeWitt	<input type="checkbox"/>	08 Howard	<input type="checkbox"/>	09 Midland	<input type="checkbox"/>	09 Sterling	<input type="checkbox"/>	09	
Bailey	<input type="checkbox"/>	01 Dickens	<input type="checkbox"/>	01 Hudspeth	<input type="checkbox"/>	10 Milam	<input type="checkbox"/>	07 Stonewall	<input type="checkbox"/>	02	
Bandera	<input type="checkbox"/>	08 Dimmit	<input type="checkbox"/>	08 Hunt	<input type="checkbox"/>	03 Mills	<input type="checkbox"/>	07 Sutton	<input type="checkbox"/>	09	
Bastrop	<input type="checkbox"/>	07 Donley	<input type="checkbox"/>	01 Hutchinson	<input type="checkbox"/>	01 Mitchell	<input type="checkbox"/>	02 Swisher	<input type="checkbox"/>	01	
Baylor	<input type="checkbox"/>	02 Duval	<input type="checkbox"/>	11 -I-		Montague	<input type="checkbox"/>	02 -T-			
Bee	<input type="checkbox"/>	<b>-E-</b>		Irion	<input type="checkbox"/>	09 Montgomery	<input type="checkbox"/>	06 Tarrant	<input type="checkbox"/>	03	
Bell	<input type="checkbox"/>	07 Eastland	<input type="checkbox"/>	<b>-J-</b>		Moore	<input type="checkbox"/>	01 Taylor	<input type="checkbox"/>	02	
Bexar	<input type="checkbox"/>	08 Ector	<input type="checkbox"/>	09 Jack	<input type="checkbox"/>	02 Morris	<input type="checkbox"/>	04 Terrell	<input type="checkbox"/>	09	
Blanco	<input type="checkbox"/>	07 Edwards	<input type="checkbox"/>	08 Jackson	<input type="checkbox"/>	08 Motley	<input type="checkbox"/>	01 Terry	<input type="checkbox"/>	01	
Borden	<input type="checkbox"/>	09 Ellis	<input type="checkbox"/>	03 Jasper	<input type="checkbox"/>	05 -N-		Throckmorton	<input type="checkbox"/>	02	
Bosque	<input type="checkbox"/>	07 El Paso	<input type="checkbox"/>	10 Jeff Davis	<input type="checkbox"/>	10 Nacogdoches	<input type="checkbox"/>	05 Titus	<input type="checkbox"/>	04	
Bowie	<input type="checkbox"/>	04 Erath	<input type="checkbox"/>	03 Jefferson	<input type="checkbox"/>	05 Navarro	<input type="checkbox"/>	03 Tom Green	<input type="checkbox"/>	09	
Brazoria	<input type="checkbox"/>	<b>-F-</b>		Jim Hogg	<input type="checkbox"/>	11 Newton	<input type="checkbox"/>	05 Travis	<input type="checkbox"/>	07	
Brazos	<input type="checkbox"/>	07 Falls	<input type="checkbox"/>	07 Jim Wells	<input type="checkbox"/>	11 Nolan	<input type="checkbox"/>	02 Trinity	<input type="checkbox"/>	05	
Brewster	<input type="checkbox"/>	10 Fannin	<input type="checkbox"/>	03 Johnson	<input type="checkbox"/>	03 Nueces	<input type="checkbox"/>	11 Tyler	<input type="checkbox"/>	05	
Briscoe	<input type="checkbox"/>	01 Fayette	<input type="checkbox"/>	07 Jones	<input type="checkbox"/>	<b>-O-</b>		<b>-U-</b>			
Brooks	<input type="checkbox"/>	11 Fisher	<input type="checkbox"/>	<b>-K-</b>		Ochiltree	<input type="checkbox"/>	01 Upshur	<input type="checkbox"/>	04	
Brown	<input type="checkbox"/>	02 Floyd	<input type="checkbox"/>	01 Karnes	<input type="checkbox"/>	08 Oldham	<input type="checkbox"/>	01 Upton	<input type="checkbox"/>	09	
Burleson	<input type="checkbox"/>	07 Foard	<input type="checkbox"/>	02 Kaufman	<input type="checkbox"/>	03 Orange	<input type="checkbox"/>	05 Uvalde	<input type="checkbox"/>	08	
Burnet	<input type="checkbox"/>	07 Fort Bend	<input type="checkbox"/>	06 Kendall	<input type="checkbox"/>	<b>-P-</b>		<b>-V-</b>			
<b>-C-</b>		Franklin	<input type="checkbox"/>	04 Kenedy	<input type="checkbox"/>	11 Palo Pinto	<input type="checkbox"/>	03 Val Verde	<input type="checkbox"/>	08	
Caldwell	<input type="checkbox"/>	07 Freestone	<input type="checkbox"/>	07 Kent	<input type="checkbox"/>	02 Panola	<input type="checkbox"/>	04 Van Zandt	<input type="checkbox"/>	04	
Calhoun	<input type="checkbox"/>	08 Frio	<input type="checkbox"/>	08 Kerr	<input type="checkbox"/>	08 Parker	<input type="checkbox"/>	03 Victoria	<input type="checkbox"/>	08	
Callahan	<input type="checkbox"/>	<b>-G-</b>		Kimble	<input type="checkbox"/>	09 Parmer	<input type="checkbox"/>	01 -W-			
Cameron	<input type="checkbox"/>	11 Gaines	<input type="checkbox"/>	09 King	<input type="checkbox"/>	01 Pecos	<input type="checkbox"/>	09 Walker	<input type="checkbox"/>	06	
Camp	<input type="checkbox"/>	04 Galveston	<input checked="" type="checkbox"/>	06 Kinney	<input type="checkbox"/>	08 Polk	<input type="checkbox"/>	05 Waller	<input type="checkbox"/>	06	
Carson	<input type="checkbox"/>	01 Garza	<input type="checkbox"/>	01 Kleberg	<input type="checkbox"/>	11 Potter	<input type="checkbox"/>	01 Ward	<input type="checkbox"/>	09	
Cass	<input type="checkbox"/>	04 Gillespie	<input type="checkbox"/>	08 Knox	<input type="checkbox"/>	02 Presidio	<input type="checkbox"/>	10 Washington	<input type="checkbox"/>	07	
Castro	<input type="checkbox"/>	01 Glasscock	<input type="checkbox"/>	<b>-L-</b>		<b>-R-</b>		Webb	<input type="checkbox"/>	11	
Chambers	<input type="checkbox"/>	06 Goliad	<input type="checkbox"/>	08 Lamar	<input type="checkbox"/>	04 Rains	<input type="checkbox"/>	04 Wharton	<input type="checkbox"/>	06	
Cherokee	<input type="checkbox"/>	04 Gonzales	<input type="checkbox"/>	08 Lamb	<input type="checkbox"/>	01 Randall	<input type="checkbox"/>	01 Wheeler	<input type="checkbox"/>	01	
Childress	<input type="checkbox"/>	01 Gray	<input type="checkbox"/>	01 Lampasas	<input type="checkbox"/>	07 Reagan	<input type="checkbox"/>	09 Wichita	<input type="checkbox"/>	02	
Clay	<input type="checkbox"/>	02 Grayson	<input type="checkbox"/>	03 La Salle	<input type="checkbox"/>	08 Real	<input type="checkbox"/>	08 Wilbarger	<input type="checkbox"/>	02	
Cochran	<input type="checkbox"/>	01 Gregg	<input type="checkbox"/>	04 Lavaca	<input type="checkbox"/>	08 Red River	<input type="checkbox"/>	04 Willacy	<input type="checkbox"/>	11	
Coke	<input type="checkbox"/>	09 Grimes	<input type="checkbox"/>	07 Lee	<input type="checkbox"/>	07 Reeves	<input type="checkbox"/>	09 Williamson	<input type="checkbox"/>	07	
Coleman	<input type="checkbox"/>	02 Guadalupe	<input type="checkbox"/>	08 Leon	<input type="checkbox"/>	07 Refugio	<input type="checkbox"/>	11 Wilson	<input type="checkbox"/>	08	
Collin	<input type="checkbox"/>	03 -H-		Liberty	<input type="checkbox"/>	06 Roberts	<input type="checkbox"/>	01 Winkler	<input type="checkbox"/>	09	
Collingsworth	<input type="checkbox"/>	01 Hale	<input type="checkbox"/>	01 Limestone	<input type="checkbox"/>	07 Robertson	<input type="checkbox"/>	07 Wise	<input type="checkbox"/>	03	
Colorado	<input type="checkbox"/>	06 Hall	<input type="checkbox"/>	01 Lipscomb	<input type="checkbox"/>	01 Rockwall	<input type="checkbox"/>	03 Wood	<input type="checkbox"/>	04	
Comal	<input type="checkbox"/>	08 Hamilton	<input type="checkbox"/>	07 Live Oak	<input type="checkbox"/>	11 Runnels	<input type="checkbox"/>	<b>-Y-</b>			
Comanche	<input type="checkbox"/>	02 Hansford	<input type="checkbox"/>	01 Llano	<input type="checkbox"/>	07 Rusk	<input type="checkbox"/>	04 Yoakum	<input type="checkbox"/>	01	
Concho	<input type="checkbox"/>	09 Hardeman	<input type="checkbox"/>	02 Loving	<input type="checkbox"/>	<b>-S-</b>		Young	<input type="checkbox"/>	02	
Cooke	<input type="checkbox"/>	03 Hardin	<input type="checkbox"/>	05 Lubbock	<input type="checkbox"/>	01 Sabine	<input type="checkbox"/>	05 Zapata	<input type="checkbox"/>	11	
Coryell	<input type="checkbox"/>	07 Harris	<input checked="" type="checkbox"/>	06 Lynn	<input type="checkbox"/>	01 San Augustine	<input type="checkbox"/>	05 Zavala	<input type="checkbox"/>	08	
Cottle	<input type="checkbox"/>	02 Harrison	<input type="checkbox"/>	04 -M-		San Jacinto	<input type="checkbox"/>				
Crane	<input type="checkbox"/>	09 Hartley	<input type="checkbox"/>	01 Madison	<input type="checkbox"/>	07 San Patricio	<input type="checkbox"/>				
Crockett	<input type="checkbox"/>	09 Haskell	<input type="checkbox"/>	02 Marion	<input type="checkbox"/>	04 San Saba	<input type="checkbox"/>				

RFP by placing a check mark or an X in the respective county(ies) box(es).

**FORM C: CONTACT PERSON INFORMATION**

**Legal Business Name of Respondent:** The Texas International Institute of Health Professions

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

**Contacts**

<i>Billing Contact</i>		<i>Executive Director</i>	
Last Name:	Ahmed	Last Name:	Chagani
First Name:	Maqsood	First Name:	Mustafa
Salutation:	Dr.	Salutation:	Dr.
Title:	Chief Program Officer	Title:	Chief Program Officer
Email:	maqsood.ahmed@vcareclinics.org	Email:	ceo@vcareclinics.org
Phone:	713-640-2273	Phone:	713-640-2273
<i>Financial Director</i>		<i>Medical Director</i>	
Last Name:	Drona	Last Name:	Canio
First Name:	Gautam	First Name:	Llewellyn
Salutation:	Mr.	Salutation:	Dr.
Title:	Financial Director	Title:	Medical Director
Email:	eo@vcareclinics.org	Email:	medicaldirector@vcareclinics.org
Phone:	713-640-2273	Phone:	713-640-2273
<i>Primary Program Contact</i>		<i>Quality Assurance Contact</i>	
Last Name:	Ahmed	Last Name:	Punjwani
First Name:	Maqsood	First Name:	Nooruddin
Salutation:	Dr.	Salutation:	Dr.
Title:	Chief Program Officer	Title:	Chairman
Email:	maqsood.ahmed@vcareclinics.org	Email:	punjwani98@yahoo.com
Phone:	713-640-2273	Phone:	713-640-2273

Form D - Nothing to be Submitted

Form E - Nothing to be Submitted

## FORM F: BUDGET SUMMARY (REQUIRED)

**Legal Name of Respondent:**

**The Texas International Institute of Health Professions**

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$277,900	\$277,900	
B. Fringe Benefits	\$30,569	\$30,569	
C. Travel	\$9,521	\$9,521	
D. Equipment	\$0	\$0	
E. Supplies	\$51,600	\$51,600	
F. Contractual	\$217,800	\$217,800	
G. Other	\$37,250	\$37,250	
H. Total Direct Costs	\$624,640	\$624,640	\$0
I. Indirect Costs	\$0	\$0	
J. Total (Sum of H and I)	\$624,640	\$624,640	\$0

**NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).**

Budget Category	Distribution Total	Budget Category	Distribution Total	Budget Total
Check Totals For:				
Personnel	\$277,900	Fringe Benefits	\$30,569	\$30,569
Travel	\$9,521	Equipment	\$0	\$0
Supplies	\$51,600	Contractual	\$217,800	\$217,800
Other	\$37,250	Indirect Costs	\$0	\$0
<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$624,640</b>	<b>Budget Total</b>	<b>\$624,640</b>

**List any budget assumptions below:**

## **FORM F-1: PERSONNEL Budget Category Detail Form**

**Legal Name of Respondent:**

**The Texas International Institute of Health Professions**

THE TEXAS INTERNATIONAL INSTITUTE FOR HEALTH PROFESSIONS

<b>PERSONNEL</b>		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Chief Program Officer	N		Provides Programmatic oversight and management	0.4	N/A	\$8,000.00	14	\$44,800
Case Manager - Broadway Clinic	N		Provide Case management Services - clinical work	0.4	N/A	\$4,000.00	14	\$22,400
Case Manager - Pasadena Clinic	N		Provide Case management Services - clinical work	0.4	N/A	\$4,000.00	14	\$22,400
Case Manager - Carrollton Clinic	N		Provide Case management Services - clinical work	0.4	N/A	\$4,000.00	14	\$22,400
Billing Officer	N		Maintain billing logs and monitor day to day billing process	0.4	N/A	\$4,000.00	14	\$22,400
Community Outreach Coordinator	N		Provide Community Outreach Services	1	N/A	\$3,000.00	14	\$42,000
Nutritionist	Y		Provide Nutrition Counseling	0.5	N/A	\$4,000.00	14	\$28,000
Nursing Staff - Broadway Clinic	N		Provides Clinical care	0.4	N/A	\$2,500.00	14	\$14,000
Nursing Staff - Pasadena Clinic	N		Provides Clinical care	0.4	N/A	\$2,500.00	14	\$14,000
Nursing Staff - Carrollton Clinic	N		Provides Clinical care	0.4	N/A	\$2,500.00	14	\$14,000
Nursing Staff - Pasadena clinic	N		Provide Lab services to HTW Patients	0.3	N/A	\$2,500.00	14	\$10,500
Lab Staff - Broadway clinic	N		Provide Lab services to HTW Patients	0.3	N/A	\$2,500.00	14	\$10,500
Lab Staff - Carrollton clinic	N		Provide Lab services to HTW Patients	0.3	N/A	\$2,500.00	14	\$10,500
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS						\$0		
Salary/Wage Total						\$277,900		
<b>FRINGE BENEFITS</b>								
FICA, Workman comp, Insurance and other benefits						Fringe Benefit Rate %	11.00%	
Fringe Benefits Total						\$30,569		

**Itemize the elements of fringe benefits in the space below:**

**Legal Name of Respondent:**

**FORM F-2: TRAVEL Budget Category Detail Form**

The Texas International Institute of Health Professions

Conference / Workshop Travel Costs	Description of Conference/Workshop	Justification	Location City/State	Number of Days/Employees	Travel Costs
DSHS Training	3 CASE MANAGER ATTEND HTW TRAINING IN AUSTIN FROM HOUSTON REGION	AUSTIN	2/3	Mileage Airfare Meals Lodging Other Costs <b>Total</b>	\$250 \$250 \$300 \$180 \$730
DSHS Training	1 CASE MANAGER ATTEND HTW TRAINING IN AUSTIN FROM CARROLLTON REGION	AUSTIN	2/3	Mileage Airfare Meals Lodging Other Costs <b>Total</b>	\$250 \$250 \$300 \$180 \$730
DSHS Training	MEDICAL PROVIDER ATTEND HTW CLINICAL CONFERENCE IN AUSTIN	AUSTIN	2/2	Mileage Airfare Meals Lodging Other Costs <b>Total</b>	\$500 \$500 \$200 \$200 \$900
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0
<b>Total for Conference / Workshop Travel</b>					<b>\$2,160</b>
<b>Other / Local Travel Costs</b>		Number of	Mileage		

Justification	Miles	Mileage Reimbursement Rate	Cost (a)	Other Costs (b)	Total (a) + (b)
<b>Program Director - Houston Visits</b> 30 miles a week for 60 weeks for program promotion, community meetings and program performance	1800	\$0.575	\$1,035		\$1,035
<b>Community Outreach Coordinator</b> 40 miles a week for 60 weeks for program outreach program promotion, program marketing and health fairs	2400	\$0.575	\$1,380		\$1,380
<b>Medical providers - Pasadena</b> Traveling for Professional development and Training , LARC training and HTW program conferences. 15 miles a week for 60 week	900	\$0.575	\$518		\$518
<b>Program Director - Carrollton Visit</b> 550 miles a month for 14 months for program promotion, community meetings and program	7700	\$0.575	\$4,428		\$4,428
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

Conference / Workshop Travel Costs:  Total Travel Costs:

### **Indirect Policy Impact**

Respondent's Travel Policy

Travel Policy  X

Page 12

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category**

Detail Form

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

**Itemize, describe, and justify the list below.** Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

## Total Amount Requested for Equipment:

\$0

THE TEXAS INTERNATIONAL INSTITUTE FOR HEALTH PROFESSIONS

Revised: 7/6/2009

## **FORM F-4: SUPPLIES Budget Category Detail Form**

**Legal Name of Respondent:**

The Texas International Institute of Health Professions

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

## Total Amount Requested for Supplies:

**\$51,600**

**TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS**

THE TEXAS INTERNATIONAL INSTITUTE FOR HEALTH PROFESSIONS

Revised: 7/6/2009

## **FORM F-5: CONTRACTUAL Budget Category Detail Form**

**Legal Name of Respondent:**

**The Texas International Institute of Health Professions**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Awarded". List contracts for services related to the scope of work that delineates \$100,000 or more of the scope of the project in the respondent's funding request must be attached behind this form.

## Total Amount Requested for CONTRACTUAL:

\$217,800

THE TEXAS INTERNATIONAL INSTITUTE FOR HEALTH PROFESSIONS

Revised: 7/6/2009

**FORM F-6: OTHER Budget Category Detail Form**

**Legal Name of Respondent:**

### Total Amount Requested for Other:

THE TEXAS INTERNATIONAL INSTITUTE FOR HEALTH PROFESSIONS

Page 16

Revised: 7/6/2009

## FORM G: RESPONDENT BACKGROUND

**Legal Business Name  
of Respondent:** The Texas International Institute of Health Professions

---

1. Provide a one-page executive summary describing the respondent's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the respondent.

The Texas International Institute of Health Professions (TIIHP) is a Non-profit 501(c) (3) Community Based Organization established in 2012. TIIHP is also certified non-profit health center registered with Texas Medical Board. TIIHP was established after an extensive planning process initiated by a group of public health consultants, physicians and community members who recognized the need for health care services among individuals living in its immediate service area and other surrounding communities. These services are in such a demand; because existing providers did not offer culturally appropriate care or were unable to address the complex needs of multi-cultural community residing in Greater Houston Area.

**Mission:** The mission of TIIHP is to increase access to high quality, integrated primary, behavioral, dental and preventive health care and to provide community education and resources to improve the health literacy and health care of undeserved and vulnerable populations, without regard to their ability to pay. VCare Clinics (clinic sites of TIIHP), since its inception, have provided high quality, low cost comprehensive primary health care services to more than 50,000 individuals in the Greater Houston Area (GHA); focusing on the immediate underserved vicinity in Southeast Houston.

Our mission is exemplified in our exceptional, compassionate care and dedication to improve the well-being of those we serve. We make medicine and dental care services affordable by removing high cost which is a barrier to access to primary care. We provide these services by partnering with community, welfare and non-profit institutions. We offer free services to destitute women and children that would otherwise forgo medical care.

**Vision:** TIIHP's vision is to increase life expectancy, improve quality of life, and enhance chances of survival for low income and underprivileged communities. TIIHP has achieved this vision through building strong, strategic public and private sector partnerships, and by leveraging voluntary and professional resources from within the local communities. TIIHP envisions a high-performing, accountable, coordinated health care system for under-served population.

**Values Statement:**

As a provider of health care we support our mission through accepting and embracing the following values:

**INTEGRITY** - We are committed to candor, honesty, and ethical behavior with each other and those that we serve.

**RESPECT** - We maintain a health care environment based on mutual respect, which reflects an appreciation of the unique qualities of each individual.

**RESPONSIBILITY** - We will strive to be good stewards of our resources and accountable for

our job performance and behaviors.

**DEDICATION TO SERVE** - We devote our efforts toward the care of those we serve.

**TIIHP's Governing Board:** The board of directors of the Texas International Institute of Health Professions (TIIHP) provides financial oversight and leadership to the organization in accordance to TIIHP's bylaws. The bylaws dictate how the board carries out its functions. There are five members of the board. Each director serves a term of four years; The officers of the organization are elected annually by the board of directors to a term of four year beginning January of each term with maximum of three consecutive terms.

**The board of TIIHP is responsible for efficient, effective, and sound operation of the all clinics.** It is the responsibilities of board of TIIHP to formulate and establish policies related to operations, personnel, finances, provision of services and quality assurance. **The board of TIIHP is also responsible to ensure that health centers are operating in compliance with applicable Federal, State, and local laws and regulations.**

The TIIHP governing board is responsible for making sure that: uninsured, underserved, low income and indigent individuals gain access to affordable healthcare, provide medical care to individuals in a culturally sensitive environment, promote health education, prevent diseases and maintain healthy life styles by the communities; thus reducing the burden on public health institutions by utilizing available community resources, and assuring quality of care provided in VCare community clinics.

**2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the respondent's organization.**

**Board of Directors:** The board of directors of the organization provides leadership oversight for the organization in the areas of policy making, procedure monitoring and strategic planning and meet once per month. Hire CEO and EO; approves annual budget; and perform an annual self-evaluation. The CEO is responsible to report directly to the board and is responsible for implementing clinical, personnel and financial policies established by the Board.

**CEO:** The Chief Executive Officer reports directly to the chairman. The CEO supervises the clinic administration, clinic managers and programs. Senior administrative team of the organization report to the CEO. The CEO is responsible for day-to-day management of the TIIHP clinics; creation of partnership with other agencies; creation and implementation of policies and procedures; government relations; fundraising; staff hiring, training, retention and termination; budget preparation and oversight of annual budget.

**Finance Officer:** The Finance Officer is responsible for all organization financial oversight, maintains daily accounting, prepares organization's IRS required financial information, manages the annual external audit, billing of vouchers, monitoring of staff salaries and prepares proceeds and disbursement statements.

**Chief Program Officer:** Responsible for grant writing and program reporting; program development; implementation and evaluation of programs and monitor program budget.

**Administrative Incharge - Chief Operational Officer:** Provides planning and day-to-day operations oversight and support to the CEO.

**Clinic Managers:** Responsible for the day-to-day operations of V Care Clinics. The clinic managers' report to the Administrative Incharge.

3. **Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.**

Please see Appendix R for resumes.

4. **Describe respondent's experience, knowledge, and expertise in providing Women's Health Services and Family Planning Services. Specifically outline relevant administrative and clinical practices. (maximum of 4 pages).**

The Texas International Institute of Health Professions (TIIHP) has been accepted as contractor of the Texas Department of State Health Services, since 2013, for Expanded Primary Health Care Program. Through its 3 community clinics (Dba VCare Clinics); these clinics have provided more than **10,000 visits to eligible EPHC clients**.

TIIHP has all the expertise, capacities, knowledge and experiences in providing Women's Health Services and Family Planning Services to the communities. TIIHP has gained this credibility and experience in last 3 years by successfully operating the Expanded Primary Health Care Program.

**Administrative experience, knowledge and expertise:**

Since TIIHP (2013) has become the contractor of Texas Department State Health Services, TIIHP has hired experienced program staff. Currently, each VCare clinic (clinic site of TIIHP) has experience and knowledgeable program staff for screening, eligibility, billing, reporting, auditing and grant writing. Each VCare clinic has one case manager, one eligibility staff and one billing staff for EPHC program specially to deliver family planning services.

TIIHP also has experienced medical Director, Nurse Practitioner, Physician Assistant and Medical Assistant to deliver family planning services specially experts in LARC; further discussed in next section.

All program staff from each clinic reports to Chief Program Officer on weekly and monthly basis. The Chief Program Officer monitor the progress of the program on weekly basis.

**Responsibilities of case managers:** Case Manager is responsible for keeping up-to-date patient records of program patients. Provides information and makes referrals for continuum of care. Prepares reports, correspondence and other material. Responsible for documentation of the approvals and renewals

**Responsibilities of eligibility Officers:** The main task of an eligibility officer is to review applications of clients enrolling in programs and ensure that applicants are eligible for it. Reviews

eligibility determinations and related documentation for completeness, correctness and compliance with rules and regulations. Review documentation for accuracy and completeness. Maintains confidentiality of information. Responsible for submitting monthly report to Chief Program Officer.

**Responsibilities of billing Officers:** Maintain day to day billing of the programs. Create and distribute billing reports to Chief Program Officer. Performing weekly evaluation of the billing. He/she is also responsible for maintaining monthly reports of bills submitted.

**Responsibilities of Chief Program Officer (CPO):** The Chief Program Officer is responsible to oversee day to day monitoring of all the programs. CPO submit monthly report to the Chief Executive Officer each month before submitting any report and voucher to DSHS. Chief Program Officer is also responsible to update Quality Assurance Committee about the program progress and Program QA parameters on Quarterly basis. All the program staff from each clinic reports to Chief Program Officer.

**Clinical experience, knowledge and expertise:**

All the VCare Clinics (clinics site for TIIHP) are fully equipped and fully staffed to provide Women's Health Services and Family Planning Services to eligible Healthy Texas Women clients. TIIHP has 3 full time physicians, 1 Nurse practitioners, 2 Physician assistants and 1-part time Gynecologists working in the TIIHP clinical network.

These medical providers, working in TIIHP's network, provide services to existing Expanded Primary Healthcare clients. Since the inception of EPHC program, TIIHP medical providers have provided more than 10,000 patient visits including family planning services, well women exam & chronic disease management. These providers have all the clinical experience, knowledge and expertise in understanding the program requirements. TIIHP's clinical team is dedicated to serve underserved, uninsured and underinsured women who fall at or below 200% federal poverty level (FPL). TIIHP employs experienced clinical staff to determine patient eligibility, provide treatment for women, women disease prevention and patient tracking system to ensure follow-up for each women.

**TIIHP clinical practices**

TIIHP's clinics currently provides following Women's health services:

- Comprehensive women health services including annual well examination, clinical breast exams, sick visit, mental health counseling, health education, nutrition counseling, immunization, mammogram through partnership with MD Anderson, STI testing and treatment.
- Family Planning services include pregnancy testing, contraception counseling; LARC., t health and cancer screening; cervical cancer screening and menopausal care.
- TIIHP provides outreach services to the community and individuals outside TIIHP's service area through the outreach Program and free health fairs. TIIHP offers free blood sugar and cholesterol screening, immunizations, and literature about healthy life styles etc. in several

**TIIHP strength- Women's Health Services and Family Planning Services**

The Texas International Institute of Health Professions (TIIHP) has various features that make it a perfect setting to promote and successfully execute the Healthy Texas Women program. Our

current capacity is to provide services; include spacious building facilities and infrastructure, VCare clinics are located in high density areas, our clinics are close to metro bus routes. TIIHP has diverse medical and nursing staff, trained program staff specially trained in LARC procedures. Our premiere medical contacts with DSHS established high patient volume, include underserved patient pool; and our high quality medical facilities make TIIHP a unique medical home and efficient PHC model that qualifies TIIHP to provide Healthy Texas Women services.

- All our physical locations have bus stops and are in highly traffic zone. We have ample free parking for our patients at all the locations.
- All our facilities are located on the first floor and are ADA compliant.
- We have multicultural and multilingual staff and medical providers. Combined, we represent 7 countries of origin and speak at least 7 languages. All of our staff is bilingual and that allows for patients to feel at ease and receive medical care and instructions in their native language.
- Our female provider also offers the added comfort for women that prefer female providers in gynecological exams.
- Our program staff is already knowledgeable enough to screen and enroll eligible patients. They would just have to adhere to the new enrollment guidelines.
- All of our medical providers are trained in LARC procedures. All the medical providers receive LARC training on annual basis.
- TIIHP collaborates with community organizations that work to promote healthy outcomes for our patient populations. These collaborators are MD Anderson Cancer Center, The University of Houston Eye Institute, The Rose American Lung Association, The Bridge Over Troubled Waters, Women's Center, Neighborhood Centers Inc., are a few of the organizations that we currently work with. The synergies created by working together are for the greater good of our all of our patients.
- TIIHP has an established patient pool of over 10,000 patients within which to promote this Healthy Texas Women program. TIIHP receives referrals from several places including local schools, local hospitals, and from 2-1-1 (United Way Agency) calls.
- TIIHP's VCare Clinics are high quality clinics with ample exam rooms.

Thus TIIHP has the capacity, experience, and staff (both clinical and program) for current programming such as eligibility, billing, technical assistance, program monitoring and evaluation, data collection, data analysis and expanded clinical managed care. TIIHP has served as a contractor for the Texas Department of State Health Services for the past 3 years. Through its three-year partnership with the DSHS, TIIHP has established a strong programming staff with experience in DSHS programs. The Texas International Institute of Health Professions is fully equipped and currently ready to provide Healthy Texas Women program services to the community in the Harris, Galveston, Denton and Dallas Counties through its clinics in Cities of Houston, Pasadena and Carrollton.

**5. Describe respondent's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral).  
Describe your referral systems and referral resources for services not provided by respondent. (maximum of 4 pages).**

The Texas International Institute of Health Professions (TIIHP) has worked very hard to create a network of primary care clinics that provide high quality comprehensive health care. TIIHP has

reached out to local organizations to collaborate in providing additional services that promote healthy outcomes in the populations it serves. Following are the comprehensive health care services provided by TIIHP with in network and through its strong TIIHP partnership, collaboration, outreach and referral system.

**Experience in administrating Comprehensive Health Care - IN NETWORK:**

Since inception, TIIHP has serve more than 50,000 patients through its three community clinics. TIIHP is experienced in providing comprehensive health care services to low income, uninsured and underprivileged population living in poverty stricken regions.

TIIHP currently provides following comprehensive integrated primary care health services:

**Medical:** Comprehensive primary health services; family practice including annual well examination, sick visit, mental health counseling, health education, nutrition counseling, immunization, preventive screening services, vision and hearing examination, and obesity prevention services.

**Dental:** Comprehensive dental services includes detail dental examination, oral health hygiene, dental preventive program.

**Women Health Clinics:** providing sexual and reproductive health services including general gynecological services; screening and treatment of sexually transmitted diseases; pregnancy testing and options counseling; family planning; breast health and cancer screening; cervical cancer screening and menopausal care.

**Diagnostic and Imaging:** Services include laboratory, x-rays and ultrasounds services

**Pharmacy:** TIIHP has collaboration with PCF and MEDISRIPT pharmacies; TIIHP also operates Pharmacy Assistance Program to get free medicine for indigent patient and dispense sample pharmacy free of charge to clinic patients, Americare supply free pharmacy samples.

**Experience in administrating Comprehensive Health Care - OUTSIDE NETWORK:**

a. TIIHP Preventive Outreach Program

TIIHP provides outreach services to the community and individuals outside service areas through Outreach Program and free health fairs. TIIHP offers free blood sugar and cholesterol screening, family planning services including distribution of family planning material (with permission), immunizations, and literature about healthy life styles etc. - in several languages in outside service area. TIIHP provides nutrition classes to educate patients on diet and eating habits that can help control and prevent chronic medical conditions. Our medical providers offer nutritional information and print materials to help prevent, manage and control certain chronic medical conditions. Patient education is a huge medium to help promote prevent and control diseases.

b. Screening services through collaborative support & REFERRAL RESOURCES

TIIHP provides direct clinical screening services, TIIHP also provides services through its partners such as MD Anderson Cancer Center and The Rose (breast) Clinic, The University of Houston Eye Institute, The Bridge Over Troubled Waters, Clinica de La Vida and CHCA Bayshore Woman

Care Center. TIIHP is constantly searching new community partners to enhance the scope of services offered to our patients. There are more collaborations currently being pursued. TIIHP has shown great initiative and drive to complement and supplement Texas Department State Health Services funding by utilizing the following resources to bring value added services at greatly reduced or free costs to all patients.

TIIHP partners with **MD Anderson Cancer** center to provide lifesaving colon cancer, skin cancer and breast cancer screening services at no cost to uninsured, low income patients through Project FIT, Project DERM and Project VALET respectively.

- **Project FIT** provides for free annual colon screenings for patients. MD Anderson provides the test kits and they pay for all lab fees. Should a sample yield a positive result, MD Anderson will cover the cost of a colonoscopy at their world renowned hospital in **The Texas Medical Center**. To help remove barriers and encourage patients for necessary follow up care they also cover the parking fees while at The Texas Medical Center. If the results of the colonoscopy indicate even more treatment is necessary, then staff from MD Anderson Cancer Center start the process to help navigate patients to enroll in government programs to get the additional treatment they may require. Every positive result gets closely monitored to make sure the patient is given continuous quality of care.
- **Project DERM** is a skin cancer screening project that TIIHP was honored to be the PILOT program. Our staff was involved in naming the project and our input was taken into account when creating this project. This project allows for a head to toe skin cancer screening to be done at our clinics. If the MD Anderson dermatologist determines there is a need for a biopsy, that biopsy is done on the spot. MD Anderson pays for the pathology and they cover the cost of the follow up visits as well. Any patients needing treatment for abnormal results will get patient navigation services to qualify for government funded programs or services. All patients are given folders with educational materials and sunscreen samples to alert them to take necessary preventive steps to mitigate their chances of getting skin cancer.
- **Project VALET** is an onsite mobile mammography project that helps screen eligible women ages 40-69 (or younger, if they have a family history) for breast cancer. This service is an invaluable resource we are proud to offer our female patients. HTW eligible women will be connected for these services. MD Anderson Cancer Center has committed to coming out to our clinic on a monthly basis to provide screening mammograms at absolutely no cost to our uninsured low income women. **Furthermore, any woman needing additional diagnostic services. These include diagnostic mammograms, ultrasounds, u/s guided biopsy, and stereotactic biopsy and follow ups, until the patient is referred back to screening mammogram. Any patient with abnormal results will be contacted by mail and TIIHP clinics will also get all results.** TIIHP clinics will write orders for additional diagnostic services and refer these patients to The Rose for continuum of care.
- **The University Eye Institute-Eye Care Assistance Program (UEI-Eye CAP)** at The University of Houston provides eye and vision care to patients referred by TIIHP. This program assists uninsured, qualified, individuals in need of eye care. Under this program, patients have access to comprehensive eye examinations and emergency visits for a nominal fee.

- TIIHP refers women facing various social, mental, domestic violence, or sexual assault issues to The Bridge Over Troubled Waters (TBOTW). TBOTW offers support, provides safety and works to prevent domestic and sexual violence. They provide services such as: case management, crisis intervention, a 24-hour hotline, domestic violence and sexual assault prevention presentations, emergency shelter and transitional living to those in Harris County. The Bridge's services and programs are offered to help clients heal mentally, emotionally, physically, and spiritually. They focus on empowering women and children to make healthy decisions that will lead productive lifestyles. Once we determine a patient is in need of these services we immediately flag the chart to track the patient each time they come in for a visit. If the patient is in immediate danger, we call TBOTW and they come out to meet with our patient in our clinic. All patients needing these services are given a brochure so they can read about all the services they are entitled to. Our clinic is provided with contact information for this agency so that anyone who may not want to speak up about this can see there is a place to get help.

TIIHP collaborates with **CHCA Bayshore, Woman Care Center** for women needing prenatal care.

- Women's Care centers are ideal places to refer our female patients that need prenatal care. This organization navigates each patient in their application for Medicaid / or CHIP Perinatal services. These programs assist our female patients quickly and easily access very important prenatal care to promote a healthy pregnancy. Women's Care centers remove barriers to care by personally assisting patients to enroll in programs.

### **REFERRALS SYSTEM:**

Following is the TIIHP referral system for services not provided within TIIHP network.

- When the needs of the patient are outside of the scope of services provided by TIIHP, the provider refers the patient to an appropriate healthcare facility /providers or institutions mentioned above in question number 5 section b.
- The provider discusses the referral with the patient and completes the referral, which includes pertinent information about the patient's medical condition, reason for referral, the provider's assessment and the request for treatment / services.
- The referral is routed to the Referral Staff, who is responsible for the coordination of services and tracking of all referrals.

The Referral Staff coordinates the requested care, treatment or services within a time frame that meets the needs of the patient, as well as the recommendations of the providers for continuum of care. Referral staff:

- Schedules appointments with the "referred to" provider or community resource.
- The Referral Staff coordinates and/or notifies the patient of the appointment and tracks the status of the referral until completed. Completed is defined as the care or service was received or all communication attempts with the provider and/or patient have been

exhausted yet the care or service was not received. Referrals are tracked according to urgency of the referral.

- *Immediate:* The provider is responsible for managing all immediate healthcare referrals and coordinates directly with the “referred to” provider.
- *Urgent:* Within 2 business days from the expected completed date if a consultation report, notes, or other documentation is not received from the “referred to” provider or facility.
- *Routine:* Within 10 business days from the expected completed date if a consultation report, notes, or other documentation is not received from the “referred to” provider or facility.
- *Community Resource Referrals:* These referrals are tracked for frequency and type of referral only to evaluate whether available community resources are sufficient and appropriate to meet patient needs.
- During office visit, patients are given a copy of the referral form, which contains the contact information of the referral provider, facility or community resource.

## **REFERRAL RESOURCES:**

TIIHP coordinates with many local and regional resources and agencies. Referrals are received from private physicians, school nurses and counselors, churches, food pantries, county and state regional health departments and health and human service agencies.

TIIHP collaborations include: (1) The Rose Breast Center, through a formal partnership, to provide free mammograms for its uninsured, underinsured and indigent female patients; (2) Gateway to Care for Providers’ Network - to provide free specialty services to uninsured and underinsured patients. (3) Memorial Hermann Healthcare System-Southeast. (4) The American Lung Association (5) Neighborhood Centers, Inc. (6) YMCA (7) The Bridge over Troubled Waters.

TIIHP is also one of the contractor of **Texas Department of State Health Services** for Title V Child Health and Dental program (Since 2013); Expanded Primary Health Care Program (Since 2013); Primary Health Care Program (Since 2015); and Epilepsy Program (Since 2015).

## **6. Subcontracting Background- Describe the following if respondent plans to have subcontract any of the proposed services:**

The Texas International Institute of Health Professions (TIIHP) **DOES NOT SUB CONTRACT** any Healthy Texas Women services and Family Planning services to anyone. TIIHP has all the experience, knowledge, skills and expertise to provide Healthy Texas Women services to low income, uninsured and eligible women through its fully equipped clinic sites. Vcare clinics are the clinic site of TIIHP. TIIHP is one of the existing contractor of DSHS for Expanded Primary Healthcare program. Through the EPHC program, **TIIHP has provided all the component of primary, reproductive and family planning services to more than 4,000 unduplicated eligible women since November 2013.**

Following primary care services are provided at VCare clinics:

- **Family Practice including diagnosis, treatment and prevention**
- **Child Care Services**: TIIHP has provided services to more than 2,000 children through Title V (Child Health and Dental Program).
- **Emergency Care** to uninsured and indigent families for medical illnesses from cough, cold to mental health services.
- **Family Planning** services are provided through part time gynecologist, she provides preventive (cervical and breast exams) and clinical services include complete gynecological services from simple family planning to major surgical intervention (referred hospitals).
- **Preventive Health, Health Screening, Health Education and Nutritional Counseling**. TIIHP through community outreach program had provided cardiovascular and diabetes screening that includes, complete lipid profile, fasting glucose and complete blood picture along with preventive EGK and nutritional counseling.
- **Laboratory services**. TIIHP collects blood, urine and other samples within its clinical facilities, samples are collected by Quest. Reports are automatically printed in TIIHP lab.
- **Dental services**. TIIHP provides comprehensive dental services in both clinics, dental services include dental exam, preventive dentistry specially prevention of gum diseases, root canal and extractions.
- **Specialty care**. TIIHP provides following specialty care in following area: **Cardiology, Gastroenterology, Mental Health, Gynecology, Pediatrics and Family Counseling**.
- **Diagnostic and Imaging services**. TIIHP provides ultrasound and echocardiograms.
- **Mammogram**: TIIHP has collaboration with MD Anderson. Through this collaboration free mammogram is provided to uninsured and low income women living under 200 % FPL. Mammogram are provided through Project Valet funding.

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of

Respondent: The Texas International Institute of Health Professions (TIIHP)

### Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$624,640.00
-----------------------	--------------

### Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

Proposed Number of Clinical Clients to be Served:	4,300
---	-------

## **FORM I: WORK PLAN**

**Legal Business Name of  
Respondent:**

The Texas International Institute of Health Professions

### **Program component 1 - Program Administration and Management:**

#### **a. Identify the services respondent proposes to provide;**

Through the proposed project following HTW services will be provided to female clients ages between 15 and 44 years.

(a) Women Health Services: Women health services including annual well examination, clinical breast exams, sick visit, STI treatment, HIV screening, health education, nutrition counseling, immunization, preventive and screening services for obesity, hypertension, diabetes, cholesterol, smoking and screening for mental health.

(b) Family Planning Services: Birth Control, pregnancy testing, contraception services including LARC, STI testing and treatment, family planning counseling and education.

(c) Chronic medical disease and screening services: Screening and treatment for hypertension, diabetes, and cholesterol; as well as breast and cervical cancer screenings.

#### **b. Identify the Priority Population to be served;**

TIIHP will target the priority population for enrollment as proposed in the HTW program including uninsured, low income and underserved women between 15-44 years of age and those that are at or below the 200% Federal Poverty Level will be targeted for the enrollment. TIIHP understands that women must be US Citizens or legal immigrants. TIIHP will primarily focus on women living in Harris, Galveston, Denton and Dallas counties. TIIHP will screen patients for HTW program from its existing 5000 patient pool of EPHC program. TIIHP clinics do not accept private health insurance; however, TIIHP accept public insurances which makes them the perfect fit to implement the HTW program. Many women that seek TIIHP's clinical services qualify for the very funding that is available through the HTW program.

#### **c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;**

Delivery System: TIIHP has fully equipped and operating state of the art clinics. These clinics are open on weekends as well. The facilities deliver all components of women health and family planning services along with additional services such as nutritional counseling, health screenings, comprehensive dental and social services. VCare Clinics are clinic sites of TIIHP. Each VCare Clinics location has a large waiting area, spacious exam and procedure rooms, lecture hall, dental operatories, laboratory and special space for nutritional and mental health counseling.

Workforce: TIIHP currently employees 29 full-time employees, including administrative staff for eligibility screening, nurse aid, lab technicians, radiology techs, dental assistants and other essential nursing staff; with 1 part-time staff for medical records, follow up treatment , referral system and data entry; 3 full time Physicians, Nurse Practitioner, 2 Physician Assistants, and a mental health counselors; 3 dentists with special experience on prenatal dentistry.TIIHP has 3

volunteer specialist physicians including Pediatrician, Gastroenterologist and Psychiatrist. All are multilingual and diverse staff.

**Policies:** The CEO of TIIHP develops policies; the Board of Directors approve these policies. The CEO then implements approved policies. The following policies are available: Personnel; Clinical and Management; Quality Assurance; Financial Management; and Operational. All the policies are reviewed every year by the Quality Assurance committee and the Board of Directors of TIIHP.

**Policy Making:** The CEO and his team recommend policies based on the community needs assessment or best practices. TIIHP constantly tries to improve and streamline policies that reflect current needs. Input from staff is always welcomed and taken into account when policies are formulated.

**Support Systems:** New staff is trained during orientation. Training is held onsite and at offsite locations, when sponsored by DSHS and other agencies. Training topics include: Human Resource Policies; Clinical Reviews; Equipment Handling; HIPPA Laws and Regulations; Domestic Violence and Human Trafficking; Child Abuse Prevention, Detection, and Reporting; CPR; and OSHA compliance. Program training is provided to the program staff by the Chief Program Officer (CPO). Training will also be arranged and provided to the future program staff of HTW program after funding approval. TIIHP has experienced and knowledgeable billing staff who report to the Chief Program Officer (CPO) for the program billing. All program billing logs are maintained by the CPO. All the financial and administrative systems are monitored and maintained by the CEO.

**Confidential Data Storage:** TIIHP has created a secure client record system. All clinics have separate record rooms in which all the records are organized and readily accessible. All efforts are undertaken to prevent a breach of confidentiality and security. All computers are password protected and encrypted. A record staff is responsible to maintain and take care of medical records.

**Infrastructure:** TIIHP community clinics are fully equipped for comprehensive primary and advanced women health care services including well women examination, gynecology care, nutritional counseling, immunization, family planning, prenatal care, breast and cervical cancer screening, mental health and health education.

**Capacity to Achieve Services:** TIIHP clinic has the capacity to provide women health and dental services. TIIHP has more than 4,000 unduplicated, low incomes, uninsured women clients enrolled in existing the EPHC program. TIIHP data revealed that 52 % female clientele are in their network. TIIHP presently has experienced and trained program staff which is key competent in doing screening, eligibility, billing, social support, outreach, data analysis and auditing.

- d. **Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;**

The Texas International Institute of Health Professions does not conduct any research on individuals who receive services through any HHSC funded programs.

- e. **Provide an organizational Chart.**

See Appendix O for Organization Chart

**Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians;**

See Appendix S for Organization Chart

- g. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.**

Currently, TIIHP has program department which is operating under the leadership of Chief Program Officer. This department provides services to existing DSHS programs such as

- Child health – Medical and Dental (Title V) – provide services to low income children.
- Expanded Primary Healthcare (EPHC) – provide services to women living under 200% FPL.
- Primary Healthcare Program (PHC) – Provide services to individuals living 200 % FPL.

This program department will include Healthy Texas Women Program under its operation. The program department have trained and experienced eligibility and screening program staff; clinicians; healthcare providers; outreach coordinators and billing staff. TIIHP will use its existing program staff and appoint additional outreach staff team under program department, to create new job opportunities through HTW program.

Budget will include proportionate percent time utilized for HTW Program; allocate percent time spent as well as appoint new outreach staff to successfully implement HTW Program.

**FORM I: WORK PLAN**
**Program Component A**  
**Program Administration and Management**
**Goals:** To facilitate, administer and manage HTW program in all TIIHP's clinics.

Objectives	Activities	Measurement	Staff Responsible	Completion Date
To provide support services, supplies and material for efficient HTW Program.	Structural maintenance	Yearly facility review	CEO	12/2016 12/2017
	Supplies availability	Quarterly supplies check and balances.	Clinic Managers	09/2016 01/2017 04/2017 08/2017
	Clinic material	Yearly Inventory maintenance	CEO	12/2016
	Medical equipment	Yearly calibration	CEO	12/2016
	Appropriate clinic staff.	Appropriate clinical staff scheduling	CEO	07/01/2016 – 08/31/2017 Each month.
To ensure all eligible women get access to HTW Program	Appropriate program eligibility staff	Appropriate program staff scheduling	Chief Program Officer	07/01/2016 – 08/31/2017 Each month.
	Appropriate program billing staff.	Appropriate program staff scheduling	Chief Program Officer	07/01/2016 – 08/31/2017 Each month

**Program Component 2 - Quality Assurance/Quality Improvement:**

**1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals;**

**Role of the QA/QI Committee:** The QA/QI Committee ensures that TIIHP quality care policies, standards and procedures at all levels are set, implemented, regularly monitored and evaluated. The committee reviews various issues of the institution to ensure all necessary inputs for enhancing the quality of care as per its vision and mission are in place and are functioning. QA/QI Committee keeps under review the standard and the quality of health care offered by the TIIHP in conformity with the national standard. They are responsible for ensuring system, policies, practices and procedures appropriate to medical and dental national standards. The QA/QI Committee provides governance and oversight of quality projects and recommends to the board on priorities for quality assurance in order to assess and improve the overall quality of TIIHP. The QA/QI Committee maintains oversight to ensure that program activities are consistent with the program purpose and addresses patient complaints and problems, if any. QA consists of Medical Director, Chief Executive Officer, Dental Director, Chief Program Officer, Clinician, Clinic Managers. Chief Program Officers organizes the meetings and write the meeting minutes. He also prepares report and present to Board of TIIHP.

**2. At a minimum, provide the following information:**

**a. Medical Director's involvement in the QA/QI activities;**

The Medical Director reviews medical charts and performs medical audits on a regular basis. He discusses clinical issues related to clinical services provided and responds accordingly to complaints received by QA committee. The Medical Director supports quality improvement and acts as a leader for committee and oversees ongoing activities in the following areas: case and disease management, chart review, need assessment, medical policies, credentialing, and quality activities. QA committee consists of Medical Director, Clinicians, Chief Executive Officer, Chief Program Officer, Financial Officer and clinic managers. Chief program Officer if the QA lead and organizes the QA meeting on Quarterly basis. CPO prepare the QA minutes and report to the Board of TIIHP.

**b. Activities used to identify trends of needed improvement and the frequency of those activities;**

Quality Improvement activities include a variety of mechanisms and procedures to measure, evaluate and improve the total scope of clinical services at TIIHP. The following activities and processes are used to support improve in areas that reflect important aspects of quality of care services.

a. **Managers meeting:** All managers meet with QA committee on a monthly basis.

b. **Client Satisfaction Surveys:** Client satisfaction surveys and routine monitoring indicators are designed to measure performance and to assess client satisfaction with the services; analysis is required to be done by statistician.

c. **Monitoring of Quality Indicators/Quality Measurement Studies:** The quantitative monitoring of health care indicators is designed to reveal trends and performance opportunities in specific

areas. To achieve this, the QM committee monitors a variety of indicators to affect improvements in care and service. These quality indicators are measurable, based on reasonable research, and use current and accepted quality methodologies.

d. Chart Review: Medical and Dental directors review records on monthly basis to identify possible areas needing improvement and identify corrective measures to appropriate staff

**c. Activities to ensure correction and follow-up to findings identified;**

Medical and Dental Director review all finding and update QA committee if any changes required; recommend policy changes; CPO follow up on all findings and make sure all corrective measures are taken care.

**d. Use and frequency of client satisfaction surveys;**

TIIHP system is in place and patient's complete satisfaction surveys; analysis is required to be done by statistician. Adverse outcomes are reported and monitored by staff and reviewed by QA committee.

**e. System used to identify, report, and monitor adverse outcomes; and**

Adverse outcomes are reported to the CEO and COO for review. The manager is responsible for documenting and tracking adverse outcomes and working with the COO in identifying corrective actions needed. The COO determines whether an identified adverse outcome is reported to the QA committee as a part of the peer review process. Upon completion of corrective actions, the COO makes a follow up report to the QA committee. The comprehensive evaluation of an adverse outcome is used to develop a system to prevent another similar outcome. The evaluation of providers, support staff, and clerical staff is the primary action taken when an adverse outcome is identified.

**f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.**

TIIHP reviews existing policies and procedures, protocols, and standing delegation orders on an annual basis. The COO is responsible for identifying the need to update protocols. The providers then develop standing delegation orders (SDO) that direct support staff (nurses and clinic assistants). All protocols and SDOs are reviewed and approved by the QA committee.

**FORM I: WORK PLAN**
**Program Component B**  
**Quality Assurance/Quality Improvement**

**Goals:** TIIHP has a vision to provide high quality services to Eligible Health Texas Women Program Participants.

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
To provide access to high quality Family Planning Services to Eligible females from ages 15 – 44 years through HTW Program (in 100 % compliance with HHSC guidelines).	Monthly clinical chart audits.  Monthly eligibility and billing review.  Client Satisfaction Survey.  Peer review	TIIHP's audit scores.  TIIHP's audit scores.  For a week period, twice a year approx. 50 % of patients (per clinic) are surveyed.  Quarterly basis – patient logs seen	Medical Director.  Chief Program Officer.  TIIHP Quality Lead.  Medical Director CEO	07/01/2016 – 08/31/2017 Each month.  07/01/2016 – 08/31/2017 Each month.  07/01/2016 – 08/31/2017  Quarterly 08/2016 11/2016 02/2017 05/2017 08/2017
To provide access to high quality Women Health Services to eligible Healthy Texas Women participants (in 100 % compliance with HHSC guidelines).	Quarterly QA meeting.	Attendance logs Meeting Minutes.	TIIHP Quality Lead	Quarterly 08/2016 11/2016 02/2017 05/2017 08/2017
	Review of SDO and Protocols.	Annually.	Medical Director TIIHP Quality Lead	12/2016
	Review of medical provider's licensure.	Annually.	Chief Program Officer	12/2016
	Review of all facilities.	Annually	CEO	12/2016

**Program Component 3 - Professional Development:**

**A. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures;**

The objective, since inception, of The Texas International Institute of Health Professions (TIIHP) is to deliver high quality integrated primary, reproductive, behavioral, and dental and family planning services to the community. TIIHP understands that this can only be achieved through professionally trained, competent, skilled and experienced medical providers and public health experts including health educator and community outreach experts. TIIHP ensures that all the health care professionals working under the umbrella of TIIHP understand the mission and vision of the organization and provide high quality, equitable and affordable access to family planning services to low income, uninsured and indigent populations of the communities. TIIHP has existing systems in place to monitor the quality of care provided to its patients. Currently, TIIHP has a continuous Quality Assurance program in place which monitors different parameters required for quality. These parameters are monitored on a monthly basis by the quality assurance team of TIIHP.

To provide high quality care through the Healthy Texas Women program, TIIHP will design many safeguards to monitor the quality of care and make modification in the existing quality assurance mechanisms to ensure all the compliances, standards and guidelines are in compliance with program regulations. Quality Assurance mechanisms, staff training and development programs, HTW Program training, LARC training and Patient satisfaction surveys are some of the parameters through which healthcare professional competency can be monitored.

**Quality Assurance Mechanism:**

The Texas International Institute of Health Professions' goal is to provide quality health care which recognizes the inherent human worth and dignity of all persons, and to make our programs and services available to all without restriction; to create a healing environment where physicians, healthcare professionals and staff work together to provide personalized care; to be a leader in advocating high quality health care programs and developing resources to satisfy the primary health care needs of our communities; and to operate in an ethically, culturally sensitive and fiscally responsible manner without compromising the patient and patient care needs. Since its inception, TIIHP has stayed committed to this mission by bringing affordable, high-quality preventive healthcare to the underprivileged communities in the Texas. TIIHP has an ongoing Quality Improvement (QI) program. Our QI program's support the quality improvement concept through the provision of high quality patient care through periodic assessment and continuous monitoring.

For HTW program, TIIHP will place Quality Assurance activities to be monitored on monthly basis. These designed activities and mechanisms will ensure that services will be provided according to medical standards and in compliance with state guideline. These mechanisms include:

1. Clinical chart review
2. Peer review practices

3. Annual review of Standing Delegation Orders (SDO's) and Protocols
4. Annual providers and staff license check and update
5. Annual staff performance evaluation
6. Monthly adverse outcome and incidents reporting
7. Annual Quality Assurance plan evaluation

### **Healthcare Professional development and training**

TIIHP belief in providing opportunities to its healthcare professional, since inception, in areas of leadership, communication, clinical competencies, academic advancement and overall professional growth. With HTW funding, TIIHP will encourage its healthcare professionals to achieve and increase their knowledge in women health and family planning program through continuous education. This will ensure that all the healthcare professionals working in TIIHP will better equipped with maximum knowledge and information required to deliver services through HTW program.

### **Healthy Texas Women Program Training (Austin, TX)**

TIIHP will ensure that all of its providers attend healthcare provider's conference training organized in Austin by HHSC. This will allow healthcare professionals to have direct information regarding the clinical program requirements from HHSC.

### **LARC Training**

Currently, all TIIHP's medical providers are trained in all types of LARC methods of contraception including injection. These medical providers attended 2014 and 2015 LARC training organized by Merck (Pharmaceutical company). TIIHP will ensure that such training will be organized on a yearly basis in the future.

Along with all the above mentioned mechanisms and systems, TIIHP will also ensure that all efforts will be in placed so that program services will be provided with competency in a culturally sensitive environment.

### **TIIHP – Diverse clientele**

- Currently, TIIHP has 65 % of patient's population are Hispanic, 14% White, 12% African American and 9% Asians.
- 74% of patients visiting to TIIHP'S clinic are multilingual and multicultural.
- 100 % of the Board of TIIHP are from diverse cultural background. Recognizing the need of cultural competencies.
- TIIHP recruits staff members who reflect the cultural diversity of the community served.
- TIIHP also has multicultural and bilingual healthcare professionals. This removes barrier to accessing healthcare and develops trust between patient and medical providers.
- To ensure cultural sensitivity in providing HTW services, TIIHP will select intervention for the program clients with cultural sensitivity.
- The following items demonstrate TIIHP's efforts in providing care for a diverse clientele:
  1. Hire and retain staff members who reflect the cultural diversity of the community served;
  2. Bilingual providers and/or staff for HTW clients;
  3. Cultural competency training for healthcare providers;

4. Use of linguistically and culturally appropriate health education materials.
- B. **Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.**
  - Chief Program Officer, Eligibility Officer and Chief Executive Officer are the key program staff. TIIHP will ensure that the key program staff will attend all HHSC required training. This staff is required to attend HTW training in person in Austin/ Houston or participate in remote training.
  - TIIHP also ensures that healthcare professionals also attend an annual clinical conference in Austin, if organized by HHSC.
  - Chief Program Officer and Chief Executive Officer will attend all webinar and conference calls required by program.
  - It is the responsibility of the Chief Program Officer to organize and arrange in-network training for the rest of TIIHP's staff who have not attended the HHSC training in Austin TX. This will allow all staff to understand the scope, objective and goals of HTW program. These trainings will be organized twice a year. The Chief Program Officer is required to submit a training report to QA committee in the following QA meeting.
  - TIIHP has three clinics; two of these clinics are located in Greater Houston Area and One in Dallas Greater Area (Carrollton, TX) in the Houston area and 1 in the Carrollton, Texas area. These cover 2 HHSC region – Region 6/5 and region 2/3. CPO will ensure that the Carrollton clinic staff will receive all program updates, changes and training on time. It is also obligatory that the key staff members of the Carrollton clinic will attend annual eligibility training in Austin, Texas.
  - It is the responsibility of the Chief Program Officer to update all the staff, through the release of memos, about any updates and changes in the program. To make sure all the information is disseminated all the staff should sign the memo.

**FORM I: WORK PLAN****Program Component C Professional Development**

**Goals:** All the TIIHP Healthcare Professional and staff should be fully trained according Healthy Texas Women Program requirements.

Objectives	Activities	Measurement	Staff Responsible	Completion Date
To provide professional training to TIIHP staff to be competent enough to implement Healthy Women Program in accordance to program guidelines	Provide onsite introduction and training to all the TIIHP's staff about program objective, requirement, and eligibility.	Attendance logs.	Chief Program Officer	07/2016
	Attend HTW training sessions and event in Austin TX.	Attendance Logs	Chief Program Officer	11/2016
	Organize monthly each clinic program meetings to ensure updated information of HTW program.	Attendance logs.	CEO Chief Program Officer	07/01/2016 – 08/31/2017 Each month.
	Eligibility and Billing training	Attendance log	Chief Program Officer.	Twice year 08/2016 02/2017.
	Special training for staff having error identified during monthly eligibility review.	CAP attendance sheet	Chief Program Officer	If needed
	Training of new staff	Orientation log	Chief Program Officer	When required at time of new hiring.
	LARC training at Austin TX (HHSC)	Attendance log	CEO	Once year organize by HHSC. (probably 11/2016)
	Merck LARC training	Certificate and attendance log.	CEO Chief Program Officer	Twice a year (organize by TIIHP) 07/2016 01/2017

#### **Program component 4 - Recruitment**

**Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.**

##### **School Outreach to priority Population for family Planning**

TIIHP has a unique existing outreach program which provides preventive, nutritional, screening, counseling and educational services to the communities. Through EPHC program, implemented since 2013, TIIHP has done outreach at churches, temples, schools and community colleges.

Through Healthy Texas Women funding, TIIHP will ensure to enhance the scope of services and to provide outreach to priority populations in Harris, Galveston, Denton and Dallas counties. The main target population, through outreach, to cover through HTW program will be child bearing age women; more likely interested in family planning services. The goal will be to discover as many ways possible to raise awareness among young adults on the family planning services and to develop positive ways to make family planning services known and accessible to this population.

TIIHP will arrange outreach camps at community colleges and Head Start schools. Area Head Start schools are very receptive to clinic presentations. These presentations target many mothers with young children in federally funded Head Start schools. Many mothers will qualify for HTW program due to income qualification. TIIHP will create educational materials with instructions for implementing outreach to the college students and parents of Head Start children. These materials lay out instructions, contact information, and details in a clear and organized manner. All the educational materials will be provided in different languages. Free contraceptive will be given to eligible clients.

TIIHP will also arrange 6 other family planning camp with its partners like YMCA, Neighborhood Centers Inc., Aga Khan Health Board in Dallas, Texas and Social Welfare Board in Dallas, Texas.

These community outreach services will be provided to HTW eligible clients, as well as to potential clients, in Harris, Galveston, Chambers, Denton and Dallas counties. TIIHP's clinic exist in HHSC region 2/3 and 6/5.

#### **Community Outreach for Women Health**

TIIHP will offer quarterly interactive, comprehensive outreach services and health education in the community. Health education topics include:

- Family Planning & Contraception
- Preconception Care
- Sexually Transmitted Infections and HIV
- Women's Health

- Breast Health Awareness
- Healthy Relationships
- Healthy Sexuality
- Nutrition

Educational materials are distributed during quarterly community meetings. The Outreach Program helps to eliminate barriers to accessing health care by directly facilitating access into the clinic for medical services.

### **Media Outreach**

TIIHP will ensure outreach will be provided to the priority population through media outreach and social media. TIIHP will launch a radio broadcast outreach campaign on women's health through social media to create awareness and educate community about women's health and family planning issues. TIIHP's program staff and medical providers will go on radio broadcast to lecture and convey messages related to HTW program. This will provide maximum information to the community. Six radio sessions will be arranged in each HHSC region. TIIHP's clinic exist in HHSC region 2/3 and 6/5. It means TIIHP will broadcast 12 sessions.

### **Health Fairs**

Each quarter TIIHP will arrange health fair on this topic- "Women Health and Family Planning". It means 4 fairs will be organized by TIIHP. Two in Carrollton (2/3 region) and two in Houston (6/5 region). TIIHP medical providers will host seminars focusing on family planning, contraceptive, and other HTW related topics to participants. The health fairs will be highly visible and promoted in the weeks leading up to each one to obtain high attendance. These services will be provided to HTW eligible clients in Harris, Galveston, Denton and Dallas counties. TIIHP's clinic exists in HHSC region 2/3 and 6/5.

TIIHP will offer health screening services to all the individuals attending the health fairs at no cost. Health screenings include diabetes, hypertension, and cholesterol and cancer screenings. Free oral hygiene counseling will also be provided.

### **In reach program**

TIIHP will ensure that HTW clients will receive in reach assistance in family planning educational materials; pharmacy services; chronic disease screening like diabetes, hypertension, cholesterol; and immunizations. In reach services will be provided at all 3 of TIIHP's clinic locations. These services will be provided to HTW eligible clients in Harris, Galveston, Denton and Dallas counties. TIIHP's clinic exist in HHSC region 2/3 and 6/5.

### **Education Program**

TIIHP will incorporate the following education topics for the community for on-site, online and outside the clinics. The topics to be discussed are as follows:

1. Family Planning and Birth Spacing
2. Women's Health
3. HTW Program
4. Sexually Transmitted Infections
5. HIV

6. Teen pregnancy
7. Methods of Contraception
8. Behavioral Health

These services will be provided to HTW eligible clients and participants in outreach (not limit this to HTW clients but attract new HTW patients at the events) events in Harris, Galveston, Denton and Dallas counties. TIIHP's clinic exist in HHSC region 2/3 and 6/5.

**FORM I: WORK PLAN****Program Component D Recruitment****Goal:** To increase enrollment of eligible women in HTW Program.

Objectives	Activities	Measurement	Staff Responsible	Completion Date
To enroll low income, uninsured and underserved women in HTW Program through aggressive community outreach.	<b>12 Radio sessions</b> 6 sessions in Houston TX (6/5), 6 sessions in Carrollton area (2/3).	Media communication log.	Community Outreach Officer Chief Executive Officer (CEO)	07/01/2016 – 08/31/2017
To enroll existing EPHC eligible women in HTW Program	<b>4 Health Fair</b> 4 health fairs outside the VCare clinic in the parking area. 2 in Houston area and 2 in Carrollton area.  <b>7 Outreach Camp</b> 4 outreach camp in Houston area and 3 outreach camp in Carrollton area.	Community Outreach log.	Community Outreach Officer Chief Program Officer	09/2016 (Houston, TX) 11/2016 (Carrollton, TX) 02/2017(Houston, TX) 07/2017(Carrollton, TX)
	<b>7 Family Planning workshop</b> 4 FP workshop in Houston area and 3 in Carrollton area.	Community Outreach log.	Community Outreach Officer Chief Program Officer	08/2016 (Houston, TX) 10/2016(Carrollton, TX) 10/2016 (Houston, TX) 12/2016(Houston, TX) 01/2017 (Carrollton, TX) 03/2017 (Houston, TX) 05/2017 (Carrollton, TX)
	<b>7 Health screening program</b> 4 Health screening program in Houston area and 3 in Carrollton area.	Community Outreach log.	Community Outreach Officer Chief Program Officer	09/2016 (Houston, TX) 11/2016(Carrollton, TX) 01/2017 (Houston, TX) 03/2017(Houston, TX) 04/2017 (Carrollton, TX) 05/2017 (Houston, TX) 07/2017 (Carrollton, TX)
	20,000 flier's distribution for program promotion	Community Outreach log.	Community Outreach Officer Chief Program Officer	07/2016 (Houston, TX) 08/2016(Carrollton, TX) 10/2017 (Houston, TX) 12/2017(Houston, TX) 03/2017 (Carrollton, TX) 06/2017 (Houston, TX) 07/2017 (Carrollton, TX)
				07/01/2016 – 08/31/2017

**Program Component 5 -Long-Acting Reversible Contraception (LARC) Usage:**

- a. **Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;**

TIIHP provide all types of LARC methods, including injections, intrauterine devices (IUDs) and subdermal contraceptive implants, to its patients at all its facilities. TIIHP will not refer any HTW clients for any LARC method and will provide all LARC services at its locations.

All TIIHP medical providers are experienced, well trained and skilled in providing LARC services. TIIHP also supports and encourages its providers to receive LARC training for professional development. Therefore, in 2015 and 2016 all the medical provider attended LARC training arranged by Merck.

- b. **Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and**

Since the inception EPHC program, TIIHP has encouraged LARC utilization as a first choice for contraception. This is one of the reasons that all the TIIHP clinics offer all methods of LARC to the community and all the medical providers working at all location are well trained and experienced, by MERCK, for LARC.

Through Healthy Texas Women program, TIIHP ensures to increase the acceptance and use of LARC among women of childbearing age. TIIHP also ensure to promote patient accessibility, providing patient education regarding all contraceptive methods especially LARC, and focusing on detailed and ongoing staff training. The following strategies will be implemented at all TIIHP clinics to increase the usage of LARC, especially long acting reversible sub-dermal contraceptive Nexplanon in the priority population.

- TIIHP will post LARC posters for use in all clinic waiting areas, exam rooms and staff break rooms. This helps patient visualize options and provides effectiveness rates.
- TIIHP medical providers will encourage and offer all women, especially teenagers (with prior parental consent) coming to the clinic LARC as a first choice of contraception.
- Promote LARC in the field through education and outreach to healthcare providers, administrators, and
- TIIHP will arrange special workshops for LARC.
- TIIHP encourages, during community colleges and mothers of head start school camps, LARC as first choice for contraception.
- TIIHP team will educate and inform the community about the importance, advantages and benefits of LARC over other contraception methods during radio broadcasts.
- Separate booths will be arranged in the health fairs to educate the community about usage of LARC.
- Distribute over 20,000 fliers in the community about LARC in flea markets, outside local laundry mats, and local grocery stores such as HEB and Walmart.

- TIIHP will create a clinic flow schedule that is flexible to allow same day insertions.
  - Train all the non-clinical staff about the importance, usage and benefits of LARC. Train the non-clinical staff in patient counseling so the staff is better trained in providing better options to the patients during the screening process. Train case managers for contraception counseling.
  - Do cross training once each year. This training should be part of orientation plan for new staff members.
  - Provide support to healthcare professionals to attend continuing education and training related to LARC methods.
- c. **Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.**

TIIHP strongly believes in staff development, learning and professional growth. It is strongly committed for staff to pursue opportunities for professional development.

For HTW program, TIIHP will invest in contraceptive development from start to finish. TIIHP will ensure that women have access to acceptable, effective methods that allow them to achieve program family planning goals.

For HTW program, TIIHP will design a program to help its staff build valuable works skills and enhance their performance in LARC utilization and education. This program will provide learning experiences that will enhance staff knowledge about LARC utilization and education.

- TIIHP will arrange annual staff training (mandatory for all) regarding LARC utilization and its benefits.
- TIIHP will arrange annual LARC training for all the medical providers.
- TIIHP will encourage non-clinical staff to receive training to become contraceptive counselors through LARC first program.
- TIIHP will support all staff for LARC training.
- LARC training will be included in orientation training for new staff.

**FORM I: WORK PLAN**

<b>Program Component E LARC Usage</b>				
<b>Goals:</b> Increase use of long-acting reversible contraceptive (LARC) methods among women of childbearing age.				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
To educate and improve understanding of women about the benefits and effectiveness of LARC method compare to other contraceptive method	LARC posters in clinic waiting area, exam rooms and staff room.  LARC educational material provided to all the HTW patients on screening and enrollment.  LARC educational material distribution in the education camps at colleges and schools.  Distribution of 60,000 fliers in the community about LARC.  LARC education training of TIIHP clinical and non-clinical staff.	Monthly facility visits.  Observational evaluation of screening staff.  Clients survey.  Clients survey  Clients survey  Attendance sheet	Chief Program Officer  Chief Program Officer  CEO  Community Outreach Coordinator  CEO  Chief Executive Officer	07/01/2016 – 08/31/2017 Each month.  07/01/2016 – 08/31/2017 Each month.  08/2016 (Houston, TX) 10/2016(Carrollton, TX) 10/2016 (Houston, TX) 12/2016(Houston, TX) 01/2017 (Carrollton, TX) 03/2017 (Houston, TX) 05/2017 (Carrollton, TX)  07/01/2016 – 08/31/2017 Each month. 20,000 each clinic.  08/2016 05/2017 Each region Houston and Carrollton.
Training to TIIHP medical providers	LARC training with Merck	Attendance log	CEO	Twice a year (organize by TIIHP) 07/2016 01/2017

**FORM J: ASSESSMENT NARRATIVE****Legal Business Name of****Respondent:** The Texas International Institute of Health Professions (TIIHP)**Part A:**

Source of Assessment Data	Date of Each Assessment Source
<a href="http://healthdata.dshs.texas.gov/HealthFactsProfiles">http://healthdata.dshs.texas.gov/HealthFactsProfiles</a>	2013 TX DSHS data
Texas Health Data (Center for Health Statistics) DSHS	2013
<a href="http://www.dallascounty.org/hhs">www.dallascounty.org/hhs</a> (Horizon)	2012
Community Health Need Assessment (Baylor at Frisco)	07/24/2013

**Part B**

**a. Geographic boundaries (urban or rural, physical environment, etc.):** Harris and Galveston counties comprise an area of 2,127.5 square miles. The counties are adjacent to southwest of Houston (Harris County), on the lower East Texas Gulf Coast (TX DSHS Public Health Region 6/5 South). Denton and Dallas counties comprise an area of 1768.1. Harris, Galveston, Dallas and Denton Counties are considered urban.

**b. General Demographic Data (age, gender, ethnicity, etc.)** **Harris County** has a population of 4,325,413 living within 1,729 square miles. According to data from TX DSHS, the racial and ethnic make-up of the county was 42.8% Hispanic, 30.7 % white, 18.2% Black and 8.3% other. 50.1% of population is female with 49.1% males. 45.1% of the population are between 15 and 44 years of age. **Galveston County** has a population of 305,938 living in an area of 398.5 square miles. The racial makeup of the county is 57.9% White, 23.7% Hispanic, 13.1% Black and 6.1 others. 50.2% of population is female with 49.8% males. 39.3% of the population are between 15 and 44 years of age. **Dallas County** has a population of 2,459,095 living within 879.6 square miles. According to data from TX DSHS, the racial and ethnic make-up of the county was 40.5% Hispanic, 30.1 % white, 22.1% Black and 7.3% other. 50.4% of population is female with 49.6% males. 44.5 % of the population are between 15 and 44 years of age. **Denton County** has a population of 721,022 living within 888.5 square miles. According to data from TX DSHS, the racial and ethnic make-up of the county was 19.9% Hispanic, 61.4 % white, 8.5% Black and 10.2% other. 50.8% of population is female with 49.2% males. 24.1% of the population are between 15 and 44 years of age.

**c. Socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.):** **Harris County** is an urban county with few resources for the low-income population. The average income is \$53,141 with 18.4% living below poverty line in all age group. The unemployment rate is 6%. **Galveston County** has a high percentage of urban poor. There are few resources available to any segment of the population. The poverty rate is 14.2% with an average income of \$47,186. The unemployment rate is 6.8. **Dallas County** has few resources. The average income is \$48,638 with 19.5 live below poverty. The unemployment rate is 6.5%. **Denton County** has an average income of \$45,406 with 8.9% living below poverty line in all age group. County's unemployment rate is 5.3 %.

**d. Health status (e.g., key morbidity/mortality statistics, chronic disease burden, insurance coverage status, healthcare infrastructure, rate of potentially preventable hospitalizations, etc.); **Harris County:**** Chronic disease has emerged as leading cause of death in Harris County.

The leading causes of death, including chronic diseases such as heart disease, cancer and stroke, account for 60% of all deaths in Harris County. Heart disease ranked the top leading cause of death in Harris County. High blood pressure, a component of heart disease, is reported to be high in African American than Hispanics. Cancer, the second leading cause of death in the U.S., is responsible for almost one in four deaths in Harris County. According to data, 27.5 of individuals between age 0 – 64 years are living without health insurance compared to 24.5 % of Texas.

**Galveston County:** Like Harris county, heart disease, cancer and stroke are also the leading cause of death in Galveston county. The county's rate of premature mortality exceeded that of Texas most for malignant neoplasms (cancers). The rate of unwanted pregnancy is (44.1%) is higher in the Galveston county. **Dallas County** Heart disease and cancer are top causes of death in Dallas County. Diabetes is a significant health concern in Dallas County with prevalence higher than both Texas and the U.S. Diabetes affects 11.4% of Dallas County residents. **Denton County** Heart disease and cancer are the two leading causes of death in Denton county. Denton County also has a higher mortality rate due to flu and pneumonia. Adult obesity is 30 % while adult smoking is 12%.

**e. Geographic service area (Form B):** TIIHP service area in the Houston region includes 2 counties (Harris and Galveston Counties) and in Carrollton region includes 2 counties (Denton and Dallas counties). There are very few practicing physicians located in near proximity to TIIHP clinic. More than 90% of low income uninsured patients visiting TIIHP's clinic (VCare) as first choice for comprehensive primary care needs.

**f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);**

Underserved, Uninsured and Low-income - TIIHP Priority Population								
County	Women Ages 15-44 years	Female %	Total Female in Ages 15-44	Uninsured %	Total Uninsured Females 15-44 years	Poverty %	Low-income Females Ages 15-44	TIIHP Target Population
Harris	1,949,598	50.10%	976,749	27.50%	268,606	18.40%	49,423	2,471
Galveston	120,164	50.20%	60,322	19.90%	12,004	14.20%	1,705	85
Dallas	1,095,459	50.40%	552,111	29.40%	162,321	19.50%	31,653	1,583
Denton	326,861	50.80%	166,045	17.30%	28,726	8.90%	2,557	128
					471,657		85,337	4,267

- TIIHP target population is underserved, uninsured and poverty stricken women in the age group of 15 – 44 years residing in Harris, Galveston, Dallas and Denton Counties.
- It is expected that there are 471,657 females in the age group of 15 – 44 years residing in our service area of which approximately 85,337 are living in extreme poverty. Our target population is 4,267 which is 5 % of low income females in the same age group in our service area

**g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data);**

**Harris County:** City of Houston/Harris County Health Disparity data revealed that Hispanic women are disproportionately affected by health outcomes such as higher rates of asthma, diabetes, COPD, obesity, teenage pregnancy. Lowest levels of access to preventive services such as

cholesterol checks, diabetes care, and inadequate prenatal care. **Galveston County:** The percentage of births to mothers who had late or no prenatal care in first trimester has increased to 62.1 % in 2013. The county proportion of births to adolescent mothers is stable which is 2.2%. The number of county births to unmarried mothers increased from 37 % in 2002 to 44.1 %. **Dallas County:** Latinos have the highest birthrate in Dallas County and African-Americans have the highest infant mortality and low birth weight babies. The rates of unplanned pregnancy are highest among low income women ages 18 to 24. **Denton County:** There is limited access to prenatal care in the Denton County.

**h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).**

- Currently, TIIHP serves diverse population of community with 65% Hispanic; 14% White 12% African American; and 9% Asians. Out of which 58 % are female with 42 % male.
- 89% of TIIHP patients are uninsured. 90% of patients currently coming to clinics live below the 200 % federal poverty level (FPL); 8 % live below 100% and 2 % earn nothing.
- 22% of patients coming to TIIHP are under 18 years, 70 % are between 19 – 49 and 8 % were more than 50 years.
- Since inception, TIIHP has provided more than 50,000 patients visits.
- TIIHP has 4,000 existing unduplicated EPHC patients. Since 2013, TIIHP has provided more than 10,000 patients visits through EPHC program.
- **Types of services:** Comprehensive Primary Healthcare Services; Women Health Services; Family Planning Services such as LARC; Dental Services, Laboratory and Diagnosis, Preventive services such as immunization, nutrition and health education, Screening for chronic medical diseases and cancer.

**3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how respondent's proposed support services will address these issues.**

**Gaps:** Before the inception of TIIHP, most of the uninsured families used emergency center for their primary care issues, even for their simple cough and cold. There was no clinic which provide primary health services in the service area. Services such as women health and family planning did not exist in the service area before TIIHP.

**Barrier** Potential barrier to deliver Primary health care programs in the target area and population is transportation, Language and Cost of care.

(a) **Transportation:** TIIHP clinics are strategically located near bus route, eliminating the barrier of transportation. (b) **Language:** TIIHP has significant Spanish speaking clientele; therefore, it is necessary to take into consideration when providing services to these clients. TIIHP addresses this by having Spanish- speaking staff, thereby ensuring that clients are able to get their needs met, whether they contact the center by phone or receive services in person. Training is provided to all bilingual staff on ethics, style, cultural sensitivity and techniques to ensure accuracy across dialogue. Gender appropriate translators are also available. All the forms are also available in English and Spanish including educational materials. (c) **Cost of Services** High cost of care is a significant financial barrier to patients especially for low income, uninsured and poverty stricken families. VCare offer low cost or no cost services Programs like Healthy Texas Women will further help those who cannot afford Family Planning Services.

**FORM K**  
**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of  
Respondent:**

The Texas International Institute of Health Professions

Clinic Site # 1 of 3

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?		
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**FORM K**  
**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of****Respondent:**The Texas International Institute of Health Professions**Clinic Site # 2 of 3**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?		
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**FORM K**  
**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of****Respondent:**The Texas International Institute of Health Professions**Clinic Site # 3 of 3**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?		
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**

**Legal Business Name of  
Respondent:**

The Texas International Institute of Health Professions

Clinic Site # 1 of 3

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name:	VCare clinic - Broadway						
Street Address:	8121 Broadway Street				Suite:	103	
City:	Houston	County:	Harris	Zip Code:	77061	HSR:	6/5
Clinic APPOINTMENT Phone #: 713-640-2273							
Clinic PRIMARY Phone #: 713-640-2273				Fax: 713-640-2276			
Service Area (counties to be served by this clinic site): Harris and Galveston counties							
Contact Person:	Dr. Maqsood Ahmed						
Pharmacy License #	N/A	Class:	N/A				
TPI#:	3323917-01	NPI #:	1316388358				
Subcontractor Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			
Mobile Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9:00 am	Noon	12:01 pm	3:00pm		
TUESDAY	9:00 am	Noon	12:01 pm	3:00pm		
WEDNESDAY	9:00 am	Noon	12:01 pm	3:00pm		
THURSDAY	9:00 am	Noon	12:01 pm	3:00pm		
FRIDAY	9:00 am	Noon	12:01 pm	3:00pm		
SATURDAY	9:00 am	1:00pm				
SUNDAY						
<b>TOTAL HRS/MONTH</b>	136hrs./mth					

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of****Respondent:** The Texas International Institute of Health ProfessionsClinic Site # 2 of 3**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate. \***

Clinic Name:	VCare clinic – Pasadena					
Street Address:	2615 Strawberry Rd				Suite:	
City:	Pasadena	County:	Harris	Zip Code:	77502	HSR:
6/5						
Clinic APPOINTMENT Phone #: 713-944-2273						
Clinic PRIMARY Phone #: 713-944-2273				Fax:	713-944-2276	
Service Area (counties to be served by this clinic site): Harris, Chambers and Galveston counties						
Contact Person:	Dr. Maqsood Ahmed					
Pharmacy License #	N/A	Class:	N/A			
TPI#:	01/28/2016	NPI #:	1316388358			
Subcontractor Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No		
Mobile Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No		

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9:00 am	Noon	12:01 pm	3:00pm		
TUESDAY	9:00 am	Noon	12:01 pm	3:00pm		
WEDNESDAY	9:00 am	Noon	12:01 pm	3:00pm		
THURSDAY	9:00 am	Noon	12:01 pm	3:00pm		
FRIDAY	9:00 am	Noon	12:01 pm	3:00pm		
SATURDAY	9:00 am	1:00pm				
SUNDAY						
<b>TOTAL HRS/MONTH</b>	136hrs./mth					

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of****Respondent:** The Texas International Institute of Health ProfessionsClinic Site # 3 of 3**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.\***

Clinic Name:	VCare clinic - Carrollton						
Street Address:	1445 Mac Arthur Dr.			Suite:	122		
City:	Houston	County:	Harris	Zip Code:	77061	HSR:	2/3
Clinic APPOINTMENT Phone #: 972-245-1200							
Clinic PRIMARY Phone #: 972-245-1200				Fax:	972-245-9140		
Service Area (counties to be served by this clinic site): Denton and Dallas counties							
Contact Person:	Dr. Maqsood Ahmed						
Pharmacy License #	N/A	Class:	N/A				
TPI#:	02/05/2016	NPI #:	1316388358				
Subcontractor Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			
Mobile Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9:00 am	Noon	12:01 pm	3:00pm		
TUESDAY	9:00 am	Noon	12:01 pm	3:00pm		
WEDNESDAY	9:00 am	Noon	12:01 pm	3:00pm		
THURSDAY	9:00 am	Noon	12:01 pm	3:00pm		
FRIDAY	9:00 am	Noon	12:01 pm	3:00pm		
SATURDAY	9:00 am	1:00pm				
SUNDAY						
<b>TOTAL HRS/MONTH</b>	136hrs./mth					

## FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name**

**of Respondent:** The Texas International Institute of Health Professions (TIIHP)

**Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.**

The Chief Program Officer (CPO) is responsible for clinical and program staff. He is responsible for making sure all personnel carry out their duties adhering to parameters outlined in the Healthy Texas Women program. The CPO is responsible for coordinating staff development activities in The Texas International Institute for Health Professions (TIIHP). It is his duty to create a staff development plan for all staff, clinical and non-clinical.

The CPO is responsible for introducing the objective of the Healthy Texas Women (HTW) program. He is supposed to make an implementation plan for the program staff. The program staff consists of case manager, eligibility officer, billing officer, community outreach coordinator. Below are the job descriptions for each staff member:

- Case Manager:
- Eligibility Officer:
- Billing Officer
- Community Outreach Coordinator:
- Medical Director
- Clinicians

TIIHP currently has program staff that is well trained and well versed in promoting five DSHS programs. Our current staff is ready to implement the new Healthy Texas Women program. Our existing program staff has an average of three years' experience implementing DSHS programs and can be quickly trained with new HTW program guidelines. TIIHP's billing staff has already been trained to do TMHP billing. They have been trained by an outside agency and can easily adapt their knowledge to implement the new HTW program.

Additionally, medical providers are all licensed to practice medicine in Texas. All our healthcare professionals are trained in LARC methods. They have had 2 annual trainings through Merck Pharmaceuticals. They have their own training kit and videos for further review. TIIHP already has streamline a process to request LARC supplies for patients requesting this service. This will expedite LARC services for HTW clients.

### **1. Identify specific training that will be used for eligibility and billing staff.**

Each year, with recommendations from the Chief Program Officer (CPO), the program staff will receive annual training for screening, eligibility, approval, program objectives, program components, and program outreach. The Executive Core Team will also participate in the training. Training consists of two parts, theoretical and practical training. Theoretical training will take place twice a year. Practical training happens throughout the year with real patients.

Theoretical training will start by having each of TIIHP's staff read the DSHS policy manual to understand how to implement the program. Once staff has read the manual, TIIHP holds a question and answer session to expand upon any items that need further explaining or clarification. All staff will be requested to provide input into how the program will actually be carried out. The

forms that will be utilized will be reviewed in depth so screening and eligibility staff correctly enroll program participants. After thorough review and training is completed, TIIHP will inform program staff of enrollment goals for each location and discuss ways to achieve those goals. A case number system will be developed to track enrollments. Upon completion of training, each staff member should acquire the necessary skills and knowledge necessary to properly screen, enroll, and verify patient eligibility.

Practical training takes place with actual applicants (real patients). The CPO monitors the first enrollments by sitting by the eligibility officers to observe the enrollment. Once eligibility officers demonstrate they are correctly screening and enrolling program applicants, the CPO will only do sporadic side by side observations to ensure continued adherence to HTW guidelines.

The billing staff will also get individualized training from the CPO. This staff needs to thoroughly read the policy manual to learn what is or what is not covered by the HTW program. Billing codes are reviewed as well as a review of pertinent necessary documentation necessary to make sure billing gets reimbursed.

The CPO is responsible to report to the Quality Assurance (QA) committee about the outcome of trainings. TIIHP has already developed an internal audit system with previous experience from existing Texas Department State Health Services programs. Quality Assurance committee members and the CPO review eligibility and screening and billing charts on a quarterly basis from each TIIHP site. If there is any finding, then correction action is taken until 95% compliance is achieved.

**2. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.**

Training needs assessments are conducted by collecting data on any errors made by eligibility, screening, and billing staff. Screening and eligibility officers have their work reviewed by Chief Program Officer. This Chief Program Officer can see if there are any deficiencies with the processed applications and documents. TIIHP has delegated the approval process to CPO to have a system of checks and balances in place. A different set of eyes to approve applications allows for objectivity in reviewing the work of eligibility and screening staff. These errors caught by the CPO are brought to the attention to the Quality Assurance committee and recommendations for corrective action are discussed. Once the Quality Assurance staff discusses recurring errors, internal staff training is held to discuss issues. Recurrent errors are addressed in a group setting so that the whole staff benefits from reflecting on the errors and getting an explanation through training sessions as to how to rectify these issues. Training activities for staff are directly related to quality management review findings. The Quality Assurance team reviews processes and procedures to ensure compliance to DSHS guidelines. TIIHP has quarterly reviews that address problems and this is when needs assessment are identified and trainings are planned to correct these deficiencies.

**3. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.**

All staff has annual performance reviews by the Quality Assurance committee. These reviews are observational and non-observational. TIIHP allows for peer reviews to be incorporated as well.

Clinicians are reviewed by the Medical Director. He reviews patient charts to ensure clinicians working below his guidance make medical recommendations and provide treatment according to national standards and goals. Sample charts are pulled to review enrollment and eligibility guidelines are being followed. The Chief Program Officer reviews program staff. If the CPO finds areas that are lacking, or are deficient, based on the sample taken, then those areas are addressed and corrective action is explicitly discussed with staff. The ultimate goal of these reviews is to ensure adherence to DSHS guidelines and to properly implement HTW services.

**FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR**

**Legal Business Name  
of Respondent:** The Texas International Institute for Health Professions

Respondent must complete the calendar below listing all staff orientation, training, and in service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Respondent's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

This form is provided as guidance. The respondent may use their own form but the information below must be included in respondent's form. Label Form L-1.

<b>Date</b>	<b>Topic / Activity</b>	<b>Presenter</b>	<b>Location (select one)</b>	
			<b>Within Agency</b>	<b>Outside Training</b>
7/1/16	HTW Program Objectives, Eligibility, and services offered (All TIIHP Staff)	CPO, Dr. A. Maqsood	X	
7/2/16	HTW Eligibility / Screening / Application Procedures (TIIHP Program Staff)	CPO, Dr. A. Maqsood	X	
7/2/16	LARC Guidelines, Practice Guidelines, ordering procedures, forms (TIIHP Providers, MA's, and Front Staff)	Tamara Wilcoxson, Merck Representative	X	
7/8/16	Volunteer Training-HTW Program Objectives, target population, HTW services offered, outreach procedures (Volunteers)	Patricia Rivera	X	
7/20/16	HIPPA TRAINING (All TIIHP Staff)	CEO, Dr. M. Chagani	X	
8/1/16	Title V Training-Objectives, Eligibility, Screening (TIIHP Program Staff)	CPO, Dr. A. Maqsood	X	
8/17/16	CHILD ABUSE TRAINING (All TIIHP Staff)	CEO, Dr. M. Chagani	X	
7/14/16	Immunization Training (MA's)	City of Houston		X
9/1/16	Nexplanon Training-Insertion and Removal, Practice Guidelines (TIIHP Providers)	Merck Training provided to Medical Providers		X

The Texas International Institute of Health Professions

09/21/16	Domestic Violence Training (All TIIHP Staff)	The Bridge Over Troubled Waters Representative	X	
10/18/16	OSHA Training (All TIIHP Staff)	STERICYLCE REPRESENTATIVE	X	
11/11/16	Emergency Procedures (All TIIHP Staff)	CPO, Dr. A. Maqsood	X	
11/16	HTW Eligibility / Screening / Application procedure	HHSC , Austin TX		X
12/15/16	HTW Eligibility / Screening / Application procedures (TIIHP Program Staff)	CPO, Dr. A. Maqsood	X	
12/21/16	Staff Evaluation (All TIIHP Staff)	CEO, Dr. M Chagani	X	
01/06/17	Title V Training-Objectives, Eligibility, Screening (TIIHP Program Staff)	CPO, Dr. A. Maqsood	X	
1/12/17	HTW Program Objectives, Eligibility, and services offered (All TIIHP Staff)	Patricia Rivera	X	
1/26/17	LARC Guidelines, Practice Guidelines, ordering procedures, forms (TIIHP Providers, MA's, and Front Staff)	Tamara Wilcoxson, Merck Representative	X	
2/1/17	Nexplanon Training – Insertion and Removal; Practice Guidelines (Medical Providers)	Merck Training provided to Medical Providers		X
3/1/17	Policy Review (All TIIHP Staff)	CEO, Dr. M. Chagani	X	
4/28/17	Customer Service Training (Front Staff and Program Staff)	Patricia Rivera	X	
5/12/17	CPR Training (All TIIHP Staff without current CPR Training)	CPR Certified Trainer	X	

## FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name**

**of Respondent:** The Texas International Institute of Health Professions (TIIHP)

**1. Describe respondent's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.**

TIIHP's plans to promote the HTW Program by implementing successfully proven strategies currently used to market the various DSHS programs it currently operates. TIIHP will incorporate promotion, education and outreach in each of the proposed calendar events.

TIIHP would like to preface the following by stating that all promotion, education and outreach activities are already in practice for the EPHC program. Upon funding for the HTW Program, TIIHP can switch gears and focus on the HTW Program. TIIHP will carry out HTW Program promotion, education and outreach via different mediums as described below:

- TIIHP medical providers will conduct quarterly Health Fairs inside TIIHP's clinics. HHSC region 2/3 will hold two of those Health Fairs and region 6/5 will hold two as well. TIIHP medical providers will educate HTW patients about family planning options and benefits of LARC's.
- TIIHP will also utilize radio marketing to conduct HTW program promotion, education and outreach. Radio advertising will be conducted in each region within the first quarter of implementing the HTW Program. TIIHP will conduct radio marketing in each of the subsequent quarters. These radio marketing efforts will be utilized quarterly, in both regions. There will be a total of six radio outreach events in conducted each HHSC region that TIIHP serves.
- Program staff will reach out to local community colleges and schools to promote and educate the community of the HTW Program. Staff will attend parent meetings at local schools and area community colleges to disseminate program materials. TIIHP staff will also attend community events hosted by other well-known community organizations. These events allow for maximum exposure and provide an opportunity for program staff to market and educate the community about the HTW Program. Program staff will carry educational materials to disperse to interested attendees. TIIHP program staff will set up information tables when participating in health fairs and other outreach events. These years round opportunities to promote HTW program are local little league team season kick offs in February, Houston Community College March of Dimes garage sale in March, YMCA's Healthy Kid's Day in April, Association for the Advancement of Mexican Americans' Cinco de Mayo Events, Back to School Fairs in August sponsored by Walmart and Neighborhood Centers with coverage from television media, and Houston Community College's March of Dimes garage sale in October. TIIHP has the ability to participate in many other community events held year round at local

Neighborhood Centers and local schools. TIIHP currently gets requests for our program staff to come out and make presentations at parent meetings at Head Start schools, and it will continue to use this tool to market the HTW Program. TIIHP will continue to target women that may want or need family planning services. The parents of Head Start students are a prime target for women needing HTW services. TIIHP will make presentations at parent meetings and promotes the program, as well as educates parents of family planning services available at TIIHP clinics. These various outreach opportunities allow our staff to clearly explain program benefits and services as well as to promote family planning benefits, including the benefits of LARC. The presentations will be made in the native language of the participants at these events. Flyers provided with benefits covered by HTW Program in English and Spanish will help to further promote the programs. Program staff will be well versed in making informative presentations at various community events that will outline program services and objectives.

- TIIHP understands there are effective non-conventional venues that must be tapped to promote and educate the community about the HTW Program. Quarterly outreach will be conducted at area flea markets and local parks. TIIHP program staff can market the HTW Program during screening events held at area parks during little league baseball season and at other events. Health screenings, education, and program promotion get high visibility during highly attended games. These places allow TIIHP staff to set up and conduct health screenings and provide educational and outreach materials. These outreach efforts are essential in reaching community members that may otherwise be unaware of HTW Program services.

Recruitment for potential clients for the HTW Program will come from both outreach and from in-reach. TIIHP currently has a numerous EPHC clients to recruit for the HTW Program. TIIHP will make sure any caller that contacts our clinic after hours hears the message about our HTW program. Our on hold message and after hours message will contain information which promotes HTW program. This provides a constant promotion for new and existing patients. With as many calls as we get every day, this is an easy and effective medium to reach literally hundreds of patients each and every week and let them know of the existence of the HTW Program. TIIHP will screen new clinic patients on a continuous basis to see if they qualify for the HTW Program. TIIHP currently does a lot of cross marketing with MD Anderson Cancer Center. Their marketing materials for Project Valet (free mammograms), Project FIT (free colon cancer screenings), and Project DERM (free skin cancer screenings) draw a lot of new patients to our clinics. Some of these patients may be eligible to enroll in the HTW Program. TIIHP will take measures to make sure the HTW Program is marketed in both traditional (health fair and community events) and non-traditional venues (flea market stands and cross marketed).

Merck has provided LARC related material that is given to women at these outreach events. Local hospitals will also promote our services because they are inundated with patients that do not have a primary care physician. TIIHP provides flyers for hospitals to disseminate to patients

that need medical care. Those flyers will indicate the HTW program. TIIHP's VCare Clinics' website is also used as a medium to market the HTW program. TIIHP's clinic website will indicate the HTW program is available to eligible women.

**2. Describe respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the respondent to the community.**

The Texas International Institute of Health Professions has many outreach programs and services designed to benefit local residents. TIIHP promotes state funded programs through health fairs, community meetings and outreach camps. The community health education and outreach programs provide a variety of mediums to promote HTW program and educate the community of the benefits of this program. The community is drawn to these events because TIIHP incorporates disease prevention, self-care for health and illness and health screenings. These programs are offered to anyone and everyone. Typical community education and HTW Program promotion would include blood pressure and diabetes screenings, flu shot drives, diabetes education seminars, nutrition counseling, breast cancer awareness promotion, family planning education, back to school drives and domestic violence awareness. Activities take place both in the clinics as well as on off-site community locations such as churches, Head Start Centers, nearby elementary, middle and high schools, community colleges, senior centers, worksites, neighborhood parks, libraries, local businesses and other accessible locations. Collaboration with area civic, business and religious organizations is critical in reaching members of the community. TIIHP already has various contacts in the community that disseminate marketing materials to promote DSHS funded programs.

TIIHP currently collaborates with the local social agencies like YMCA, Neighborhood Centers Inc., Gateway to Care, and The Bridge Over Troubled Waters. TIIHP also gets numerous referrals from The United Way's 2-1-1 line. TIIHP, with the collaborative efforts of its existing partners, will promote the new Healthy Texas Women program as it did for EPHC program. TIIHP has already started to introduce its partners to the Healthy Texas Women program. Letters of support are attached on the back of the proposal for review. As you can see, the infrastructure is already in place to promote the Healthy Texas Women program as the EPHC program gets phased out.

In order to promote Healthy Texas Women program, TIIHP will host different outreach activities in the next 14 months' period which will strive to capture community awareness and to educate them about women health, preventive care, family planning and health education. The marketing strategy includes handing out flyers and educational materials at flea markets, community events, libraries, non-profit agencies, and local grocery stores such as Fiesta, HEB and Walmart. The HTW clients should be given information about primary and preventive health, family planning and health education. TIIHP will reach out with local media to conduct radio sessions for the promotion of HTW program. TIIHP will tap into Spanish radio because most of the clientele in

the proposed area are Spanish speaking. TIIHP will also do Public Service Announcements (PSA's) media releases on Spanish and Hindi radio and also will reach out to print media for PSA's to bring awareness to the community about the Healthy Texas Women program. The proposed outreach activities will take place from July 01, 2016 to August 31, 2017.

**Form M-1**

**Respondent must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Respondent's calendar must include the following information: topics, presentation-dates, locations, and presenters. Respondent should label the attachment "Form M-1: Community Education/Program Promotion Calendar".**

<b>Outreach activity</b>	<b>Topic</b>	<b>Date</b>	<b>Location</b>	<b>Presenter / Responsible person</b>
Spanish Radio #1	Teen Pregnancy	July 2016	Houston	Ms. Teresita Ramirez
Flea Market Health Screenings	HTW Program Promotion / Screenings	July 2016	Pasadena	Ms. Patricia Rivera
Outreach Camp (Walmart Back to School Fair)	HTW Program Promotion	August 2016	Houston	Dr. Ahmed Maqsood
Carrollton Radio #1 Hindi	Teen Pregnancy	August 2016	Carrollton	Dr. Asifa Ijaz
Flea Market Health Screening Harry Hines	HTW Program Promotion / Screenings	August 2016	Carrollton, TX	Ms. Patricia Rivera
Health Fair QTRLY #1	Contraceptive and family planning	Sept 2016	Pasadena	Dr. Llewellyn Canio
FP workshop HCC college	Contraceptive and family planning	Sept 2016	Pasadena	Dr. Mustafa Chagani
Flea Market Health Screenings	HTW Program Promotion / Screenings	Oct 2016	Pasadena	Ms. Patricia Rivera
Outreach Camp Community College	HTW Program Promotion / Family Planning	October 2016	Houston	Ms. Patricia Rivera
Outreach Camp Health AKHB	HTW Program Promotion	October 2016	Carrollton	Ms. Ashraf Virani
Spanish Radio #2	Family planning and HTW program	Oct 2016	Houston	Ms. Teresita Ramirez
Carrollton Radio #2 Hindi	Family planning and HTW program	Nov 2016	Carrollton	Dr. Asifa Ijaz
Health Fair QTRLY #2	Family Planning	Nov 2016	Houston	Ms. Teresita Ramirez
FP workshop Nepalese Community program	Contraceptive and family planning	Nov 2016	Carrolton	Dr. Asifa Ijaz

Carrollton Radio #3 Hindi Fun Asia	Diabetes	Dec 2016	Dallas	Dr. Asifa Ijaz
Outreach Camp Community College	HTW Program Promotion	Dec 2016	Houston	Ms. Patricia Rivera
Flea Market Health Screenings	HTW Program Promotion / Screenings	Dec 2016	Houston	Ms. Patricia Rivera
Outreach Camp Health Screening Mid-City	HTW Program Promotion	Jan 2017	Carrollton TX	Ms. Patricia Rivera
Houston Radio #1 Hindi FM 106.1	HTW Program promotion	Jan 2017	Houston, TX	Dr. Maqsood Ahmed
Carrollton Radio #4 Hindi Fun Asia	HTW Program Family Planning STI	Jan 2017	Carrollton	Dr. Asifa Ijaz
FP workshop HCC college	Contraceptive and family planning	Jan 2017	Pasadena	Dr. Llewellyn Canio
Spanish Radio #3	HTW Program promotion	Feb 2017	Houston	Ms. Patricia Rivera
Health Fair Quarterly #3	Fit for Life	Feb 2017	Carrollton	Nabila
Carrolton Jamat Khana	HTW Program Promotion	March 2017	Carrollton, TX	Ms. Patricia Rivera
Carrollton Radio #5 Hindi Fun Asia	LARC	March 2017	Carrollton	Dr. Asifa Ijaz
Outreach Camp Community College	HTW Program Promotion	March 2017	Houston	Ms. Patricia Rivera
Flea Market Health Screenings	HTW Program Promotion / Screenings	March 2017	Carrollton	Dr. Mustafa Chagani
FP workshop YMCA	Contraceptive and family planning	Mar 2016	Pasadena	Teresita Ramirez
Spanish Radio #4	LARC	April 2017	Houston	Ms. Teresita Ramirez
FP workshop Mac Arthur	Contraceptive and family planning	April 2017	Carrollton, TX	Dr. Asifa Ijaz
Outreach Camp AAMA's Event - Día de Los Niños	HTW Program Promotion / Fam Planning	May 2017	Carrollton, TX	Ms. Patricia Rivera
Carrollton Radio #6 Hindi Fun Asia	LARC	May 2017	Carrollton	Dr. Asifa Ijaz
FP workshop HCC	Contraceptive and family planning	May 2017	Houston	Teresita Ramirez
Health Fair Quarterly #4	Family Planning/ Screenings	June 2017	Carrollton	Ms. Ashraf Virani

Spanish Radio #5	HTW Program promotion	June 2017	Houston	Ms. Patricia Rivera
Flea Market Health Screenings	HTW Program Promotion / Screenings	June 2017	Houston	Dr. Mustafa Chagani
FP workshop Harry Hines	Contraceptive and family planning	June 2017	Carrollton, TX	Dr. Asifa Ijaz
Flea Market Health Screenings	HTW Program Promotion / Screenings	July 2017	Carrollton, TX	Dr. Mustafa Chagani
Health Fair (Walmart Back to School Fair)	HTW Program Promotion	August 2017	Houston	Ms. Patricia Rivera

There are 4 Health Fairs- 1 per quarter (2 per region).

There are 6 Radio segments in each region, for a total of 12.

There are a total of 7 Outreach Camps at local community colleges and Head Start locations.

\*\*Note phone message at all clinic locations promote HTW Program every day – hold time message.

## **Appendix E**

# **Healthy Texas Women Certification**

## APPENDIX E: Healthy Texas Women Certification

**Legal Business Name  
of Respondent:** The Texas International Institute of Health Professions (TIIHP)

This certification pertains to the following billing or performing provider:

Provider Name The Texas International Institute of Health Professions (TIIHP)

Federal Tax ID Number 46-1267820

NPI Number 1316388358

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 8121 Broadway St.# 103 Houston Texas 77061

City/State/Zip Code Houston Texas 77061

Telephone Number 713-640-2273

Provider's primary physical address:

Street Address 8121 Broadway St.# 103 Houston Texas 77061

City/State/Zip Code Houston Texas 77061

Telephone Number 713-640-2273

### DEFINITIONS

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at

least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider; furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;

or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Mustafa Chagani. I am the provider or, if the provider is an organization, I am the provider's (title or position) Chief Executive officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1.I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

- I affirm that this statement is true and correct.
- 2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
- I affirm that this statement is true and correct.
- 3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
- I affirm that this statement is true and correct.

4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

- a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
- b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
- c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
- d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

- I affirm that this statement is true and correct.

5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization

that performs or Promotes Elective Abortions.

I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

*I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.*

**Texas Medicaid & Healthcare Partnership**

**ATTN: Provider Enrollment**

**PO BOX 200795**

**Austin, TX78720 -0795**

If statements 1 – 5 are all marked “true,” indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification July 01, 2016 through 12/31/2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

- Terminate HTW certification

Signature: 

Printed Name: Dr. Mustafa Chagani

Title: Chief Executive Officer

Date: 04/29/2016

# **Required Forms**



**State of Texas  
Health & Human Services Commission  
Child Support Certification**

NOT APPLICABLE -

TIIHP is a non-profit organization.

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

---

---

---

---

---

---

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Signature

DR. MUSTAFA CHAGANI

Printed Name

Title

CEO

Date

04.29.16

**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? .....  Yes  No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>The Texas International Institute of Health Professions (TIHP)</b>	Vendor ID No. or Social Security No. <b>14612678202000</b>	HHSC Contract No. (if applicable)
---	---	-----------------------------------



Signature of Authorized Representative

**04-29-2016**

Date

Printed/Typed Name and Title of Authorized Representative  
**Dr. Mustafa Chagani (CEO)**

**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

**DEFINITIONS**

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity).
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

HHSC RFP No.: 529-16-0094

Respondent Name: \_\_\_\_\_

### Required Certifications

*Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.*

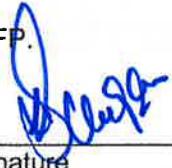
By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
  - o the intention to submit a proposal;
  - o the methods or factors used to calculate the prices proposed; or
  - o the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
  - o the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
  - o HHSC's procurement rules, procedures, and processes;
  - o HHSC's use of the evaluation methodology and process described in RFP Section 5;
  - o HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
  - o the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

THE TEXAS INTERNATIONAL  
INSTITUTE OF HEALTH  
PROFESSIONS

HHSC RFP No.: 529-16-0094 Respondent Name: \_\_\_\_\_

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.

  
Signature

DR. MUSTAFA CHAGANJI

Printed Name

CEO

Title

04.29.2016

Date

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)**

**Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:**

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:**

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contact, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.**

**Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.**

**Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.**

**Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.**

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? .....  Yes  No

Name of Contractor/Potential Contractor <b>TIIHP</b>	Vendor ID No. or Social Security No. <b>146 126 782 02090</b>	HHSC Contract No. (if applicable)
---	--	-----------------------------------

Name of Authorized Representative (type or print) <b>DR. MUSTAFA CHAGANJ</b>	Title <b>CEO</b>	 Signature--Authorize Representative	Date <b>04-29-2016</b>
---	---------------------	--	---------------------------

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION**  
**ANTI-TRUST CERTIFICATION**

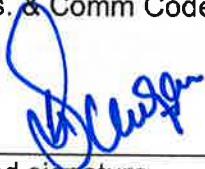
**STATE OF TEXAS**

**COUNTY OF TRAVIS**

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



\_\_\_\_\_  
Authorized signature

THE TEXAS INTERNATIONAL  
INSTITUTE OF HEALTH  
PROFESSIONS

\_\_\_\_\_  
Name of Contractor/Vendor

04-26-2016  
Date

DR. MUSTAFA CHAGANI  
Printed Name of Individual

CEO  
Title of Individual

Effective Date: 04/02/2007

Revision Date:

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

### Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

#### Part 1: General Respondent Information.

1. Organization's Legal Name: THE TEXAS INTERNATIONAL INSTITUTE OF HEALTH PROFESSIONS (TIIHP)
2. Doing Business As: VCare Clinics
3. Physical Address: 8121 BROADWAY ST., #103, HOUSTON, TX 77061
4. Mailing Address: SAME AS ABOVE
5. Taxpayer Identification Number: 46-1267820
6. Legal Status (check one):  For-profit Entity  Non-profit Entity  
 Governmental Entity
7. Business Structure (check one):  Corporation  Limited (Liability) Company  
 Partnership  Limited (Liability) Partnership  
 Joint Venture  Sole Proprietorship  
 Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: TEXAS
9. Name of Parent Entity, If Applicable: NIA
10. HUB Status (check one):  State of Texas Certified Entity  Non-HUB Entity

#### Part 2: Respondent Contact Information.

1. Person Who Will Sign the Contract:  
Name: DR. MUSTAFA CHAGANI  
Title: CEO  
Mailing Address: 8121 Broadway #103  
HOUSTON, TX 77061  
Telephone: 713. 640. 2273  
Fax: 713. 640. 2276  
E-mail: ceo@vcare clinics.org

2. Primary Contact for Proposal Questions:  
Name: DR. MAQSOOD AHMED  
Title: CHIEF PROGRAM OFFICER (CPO)  
Mailing Address: 8121 BROADWAY #103  
HOUSTON, TX 77061  
Telephone: 713. 640. 2273  
Fax: 713. 640. 2276  
E-mail: Maqsood. ahmed@vcare-clinics.org

#### Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: WE DO NOT SUBCONTRACT IN ANY AREA
2. Doing Business As: \_\_\_\_\_
3. Physical Address: \_\_\_\_\_

4. Mailing Address:	_____		
5. Taxpayer Identification Number:	_____		
6. Legal Status (check one):	<input type="checkbox"/> For-profit Entity	<input type="checkbox"/> Non-profit Entity	
	<input type="checkbox"/> Governmental Entity		
7. Business Structure (check one):	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited (Liability) Company	
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited (Liability) Partnership	
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> Other (specify): _____		
8. State of Incorporation, If Applicable:	_____		
9. Name of Parent Entity, If Applicable:	_____		
10. HUB Status (check one):	<input type="checkbox"/> State of Texas Certified Entity	<input type="checkbox"/> Non-HUB Entity	

Have you attached additional pages for Part 3?  Yes  No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

*No*

1. Name of former state employee:	_____
2. Job title at termination of state employment:	_____
3. Date of termination of state employment:	_____
4. Annual rate of compensation at termination:	_____
5. Description of job responsibilities while state employee:	_____
	_____
	_____
	_____
	_____
6. If the former state employee worked on matters relating to the RFP, describe those matters:	_____
	_____
	_____
	_____
	_____

Have you attached additional pages for Part 4?  Yes  No

**Part 5: Conflicts of Interest.** *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

NONE

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

Have you attached additional pages for Part 5?  Yes  No

**Part 6: Litigation.** *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

NONE

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

Have you attached additional pages for Part 6?  Yes  No

**Part 7: Exceptions or Reservations to the RFP.** List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

NONE

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

Have you attached additional pages for Part 7?  Yes  No

**Part 8: Texas Public Information Act (PIA):** Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: \_\_\_\_\_
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_  

---

---

---

---

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8?  Yes  No



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

## SECTION 1 | RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name:	The Texas International Institute of Health Professions	State of Texas VID #:	_____
Point of Contact:	Dr. Mustafa Chagani	Phone #:	713-640-2273
E-mail Address:	ceo@vcareclinics.org	Fax #:	713-640-2276
b. Is your company a State of Texas certified HUB?	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		
c. Requisition #:	529-16-0094	Bid Open Date:	_____

**SECTION 2 SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)  
 - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		<b>%</b>	<b>%</b>	<b>%</b>

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)  
 - No (If No, continue to Item d, of this SECTION.)

- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)  
 - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: The Texas International Institute of Health Professions

Requisition #: 529-16-0094

**SECTION 2 SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

- a. **This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b.** Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here:

The Texas International Institute of Health  
Professions

Requisition #: 529-16-0094

**SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Please Refer to Form I: Work Plan on Page 28 – 45. Which describes the delivery of service. TIIHP will not subcontract any component of Healthy Texas Women to anyone.

**SECTION 4 AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, If awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Dr. Mustafa Chagani

Printed Name

CEO

04/29/2016

Title

Date

(mm/dd/yyyy)

- REMINDER:**
- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
  - If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

## **HSP Good Faith Effort - Method A (Attachment A)**

Enter your company's name here: The Texas International Institute of Health Professions

Requisition #: 529-16-0094

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

## **SECTION A-1 SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

**Item #:**                   **Description:**

## **SECTION A-2 SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: The Texas International Institute of Health Professions

Requisition #: 529-16-0094

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

## SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to **three (3)** or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmbi/cmblhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3)** Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/mwb-links-1/>
- d. List **two (2)** minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: The Texas International Institute of Health Professions

Requisition #: 529-16-0094

## SECTION B-4 SUBCONTRACTOR SELECTION

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## Section A

### PRIME CONTRACTOR'S INFORMATION

**Company Name:** The Texas International Institute of Health Professions

**State of Texas VID #:** \_\_\_\_\_

**Point-of-Contact:** Dr. Mustafa Chagani

**Phone #:** 713-640-2273

**E-mail Address:** ceo@vcareclinics.org

**Fax #:** \_\_\_\_\_

## Section B

### CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

**Agency Name:** The Texas International Institute of Health Professions

**Phone #:** 713-640-2273

**Point-of-Contact:** Dr. Mustafa Chagani

**Bid Open Date:** \_\_\_\_\_

**Requisition #:** 529-16-0094

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ Central Time on: _____  <i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</i>  <i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i>
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	

**HHS Enterprise Data Use Agreement - Attachment 2****SECURITY AND PRIVACY INITIAL INQUIRY (SPI)**Email: [InfoSecurity@hhsc.state.tx.us](mailto:InfoSecurity@hhsc.state.tx.us)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

**SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)**

<b>1. Entity or Applicant/Bidder Legal Name</b>	Legal Name: The Texas Intl. Inst. of Health Professions Address: 8121 Broadway St.# 103 City: Houston State: TX ZIP: 77061 Main Telephone #: 713-640-2273 Website: <a href="http://www.vcareclinics.org">www.vcareclinics.org</a>
<b>2. Number of Employees, at all locations, in Applicant Bidder's Workforce</b>  "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 29
<b>3. Number of Subcontractors</b> (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
<b>4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> (Privacy and Security Official may be the same person.)	<b>A. Security Official:</b> Name: Drona R Gautam Address: 8121 Broadway St. # 103 City: Houston State: TX ZIP: 77061 Telephone #: 713-640-2273 Email Address: <a href="mailto:eo@vcareclinics.org">eo@vcareclinics.org</a>
	<b>B. Privacy Official:</b> Name: Dr.Maqsood Ahmed Address: 8121 Broadway St. # 103 City: Houston State: TX ZIP: 77061 Telephone #: 713-640-2273 Email Address: <a href="mailto:maqsood.ahmed@vcareclinics.org">maqsood.ahmed@vcareclinics.org</a>

**5. HHS Agency Information** Provide the following information if known.

Contract Mgr: <input type="text"/>	Email Address: <input type="text"/>	Agency: <input type="text"/> HHSC
Telephone #: <input type="text"/>	Requesting Dept: <input type="text"/>	PO/Contract #: <input type="text"/>

<b>6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA))</b>  Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.  A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d)  37
a. <b>Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.	32
b. <b>Servers.</b> Number of Servers that are not in a data center or using Cloud Services.	2
c. <b>Cloud Services.</b> Number of Cloud Services in use.	1
d. <b>Data Centers.</b> Number of Data Centers in use.	2
<b>7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:</b>	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.
<b>8. HIPAA Business Associate Agreement</b>	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>9. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>10. Does Applicant/Bidder have any Optional Insurance currently in place?</b>  Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No

## Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

<b>1. Written Policies &amp; Procedures.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	<b>Yes or No</b>
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): <ul style="list-style-type: none"> <li>i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA;</li> <li>ii. Following a documented breach response plan, in accordance with the DUA and applicable law; &amp;</li> <li>iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?</li> </ul>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p><b>f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p><b>k.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>l.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>m.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>n.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>2.</b> Does Applicant/Bidder have a current Workforce training program?        Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p><b>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</b></p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</b>	
<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<input type="checkbox"/> No Electronic Systems
<p><b>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p><b>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (<u>FIPS 140-2 encryption*</u> preferred.)</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p><b>13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (<u>FIPS 140-2 encryption*</u> preferred.)</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

\* For more information regarding FIPS 140-2 encryption products, refer to:

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>

<b>14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>Section D: Signature and Submission</b>	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature: 	Date: 04/29/16
To submit the completed, signed form, do one of the following:	
<ul style="list-style-type: none"> <li>Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)</li> <li>Attach it to an email to <a href="mailto:InfoSecurity@hhsc.state.tx.us">InfoSecurity@hhsc.state.tx.us</a>.</li> </ul>	
<input type="button" value="Submit by email"/>	

## **Section 3**

# **Value Added Benefit**

### **Section 3 – Value-added Benefits**

- The Texas International Institute of Health Professions (TIIHP) is already providing comprehensive primary care services to underserved, uninsured and low income population; with addition of Healthy Texas Women Program these patient will get additional access to comprehensive family planning services under one roof.
- Our current target population cannot afford contraceptive services especially Long Acting Reversible Contraceptives (LARC); with addition of HTW Program low income particularly child bearing age women will have access to LARC through this program.
- Families will have added benefits of controlling their family size with access to this program. This will in turn reduce infant mortality, unwanted pregnancies, teen pregnancies and reduce unnecessary burden on Medicaid.
- This program will also help control low birth weight, which will reduce cost of care to neonates.
- New enrolled patients; in HTW Program will have added benefit from our clinics of getting free mammograms, breast and cervical cancer screening through our long term partners such as M. D. Anderson and Rose Breast Clinics. These patients will qualify on the basis of their income to these free programs.
- Newly enrolled HTW participants will also have access to free medication for chronic care through our Pharmacy Assistance Program this will save State funds for chronic care medication through our clinics.

## Section 4

# Budget Assumptions

## **Section 4 – Budget Assumptions**

- The Texas International Institute of Health Professions (TIIHP) is targeting 4,300 unduplicated individuals during program period.
- TIIHP is using its current resources that will supplement government efforts to implement Healthy Texas Women Program successfully.

## **Personnel – Cost Cutting Measures**

- TIIHP is sharing time with existing staff; who are currently operating state funded Expanded Primary Health Care Program and Primary Health Care Program for insured.
- Only Few new staff members will be appointed specially in the areas of marketing and community education. TIIHP envision aggressive marketing and community outreach to enroll and recruit qualified low-income and underserved women between age group 15-44 years in poverty stricken neighborhoods.
- All existing Nursing and Clinical Laboratory staff will be used to facilitate program and provide care to HTW program patients.
- Billing for Fees-for-Services will also be done in house through existing resources.

## **Travel – Innovation**

- TIIHP is sharing common vehicle between Project and Program staff as well as community outreach staff to save travel cost, save mileage and reduce burden of unnecessary fuel consumption.

## **Equipment –Savings**

- TIIHP is not asking for any funding for medical or other office equipment. All medical and office equipment already exist in our organization.

## **Supplies and Material – Low-cost Approaches**

- TIIHP is very efficient on office supplies, avoid wastage; maintain strict control on medical supplies and negotiate tough with laboratories services providers to get low rates for lab services.

### **Contractual – Cost Cutting Measures**

- TIIHP monitor clinical provider time to make sure clinicians are efficient, it is expected that a clinicians provide consultation to at least two patients in an hour, with exception to LARC material specially IUD insertions.
- TIIHP also filter patients within its clinics and then call gynecologist to come and provide services on need basis. Gynecologist is requested from Temp agency as and when needed. She is not a full time payroll person.

### **Others – Cost savings**

- TIIHP already getting free public service announcements as non-profit entity, TIIHP will incorporate free HTW announcements.
- We also have negotiated rates with radio, newspapers, web designers and printer for printing health education material and flyers.
- TIIHP also collaborate with many community organizations as our partners, they provide us free space for health fair in poverty stricken areas.

# Addendum



## HHS Procurement and Contracting Services

### SOLICITATION ADDENDUM

# **SOLICITATION ADDENDUM: # 1 for SOLICITATION: # 529-16-0094**

Date: 3/31/2016	PCS Purchaser/Contract Administrator: Mahsa Azadi Phone: 512-406-2410 Fax: 512-406-2688
-----------------	---

Date Due: 04/21/2016

Time Due: 2:00 pm

#### **DESCRIPTION OF THE ADDENDUM:**

This Addendum is issued to reflect the following information, clarification or change:

The addition of the vendor conference presentation.



Microsoft PowerPoint  
97-2003 Presentation

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Mustafa Chagani".

Date: 04/29/16

Printed or Typed Name of Authorized Signature: Dr. Mustafa Chagani

Business Entity Name: The Texas International Institute of Health Professions



## HHS Procurement and Contracting Services

### SOLICITATION ADDENDUM

## **SOLICITATION ADDENDUM: # 2 for SOLICITATION: # 529-16-0094**

Date: 4/15/2016	PCS Purchaser/Contract Administrator: Mahsa Azadi Phone: 512-406-2410 Fax: 512-406-2688
-----------------	---

Date Due: 04/27/2016

Time Due: 2:00 pm

#### **DESCRIPTION OF THE ADDENDUM:**

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents.



2016 4 15 HTW RFP  
Amendment -- 4-15-1



HTW Sign In Sheet.PDF



Microsoft Excel  
Worksheet

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time.

Authorized Signature:

Date: 04/29/16

Printed or Typed Name of Authorized Signature: Dr. Mustafa Chagani

Business Entity Name: The Texas International Institute of Health Professions



## HHS Procurement and Contracting Services

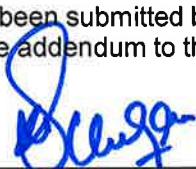
### SOLICITATION ADDENDUM

# **SOLICITATION ADDENDUM: # 3 for SOLICITATION: # 529-16-0094**

Date: 4/20/2016	PCS Purchaser/Contract Administrator: Mahsa Azadi Phone: 512-406-2410 Fax: 512-406-2688
Date Due: 05/2/2016	Time Due: 2:00 pm
<b><u>DESCRIPTION OF THE ADDENDUM:</u></b> This Addendum is issued to reflect the following information, clarification or change:  HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.	
 HTW RFP Amendment #3	

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: 

Date: 04/29/16

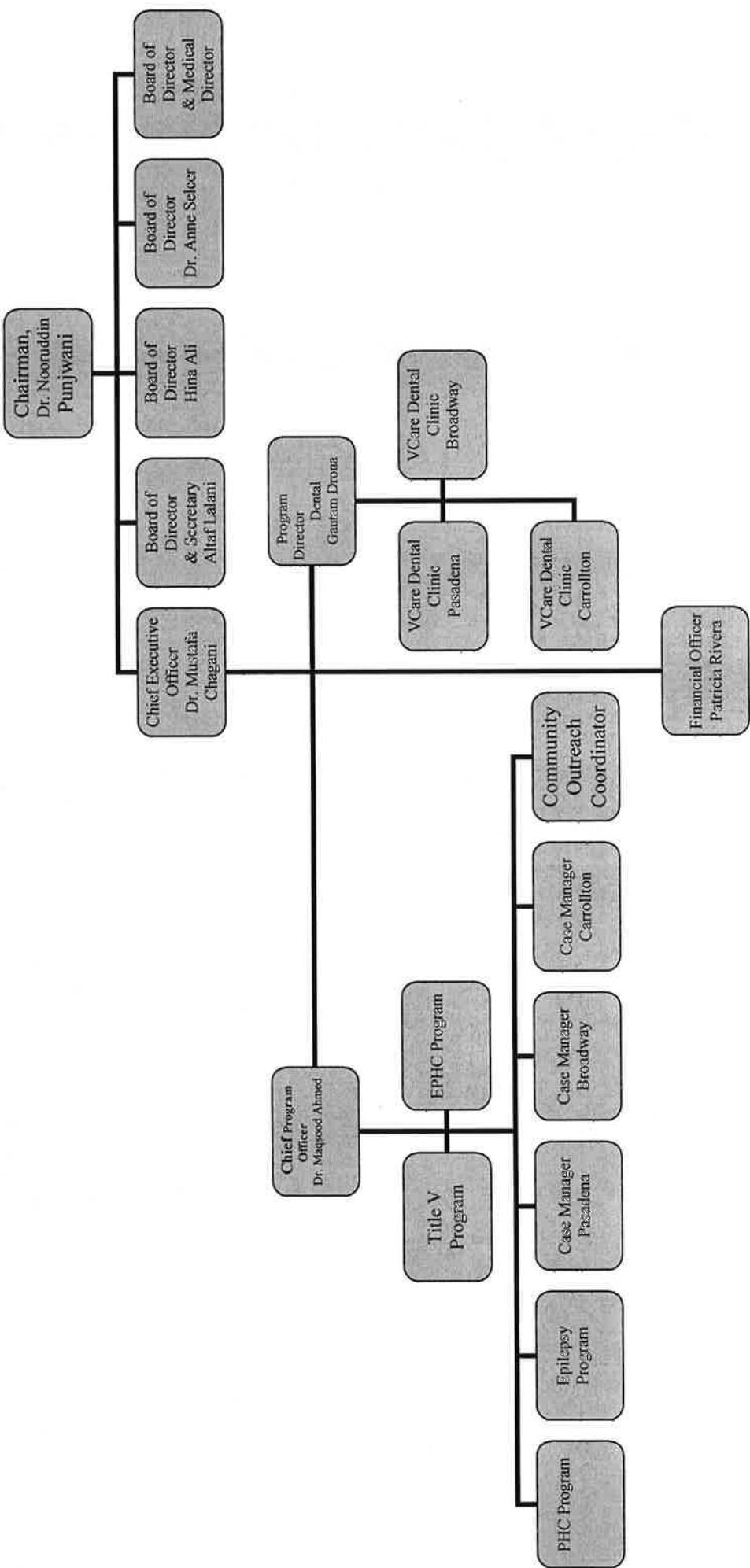
Printed or Typed Name of Authorized Signature: Dr. Mustafa Chagani

Business Entity Name: The Texas International Institute of Health Professions

## **Appendix O**

# **ORGANIZATION CHART**

**THE TEXAS INTERNATIONAL INSTITUTE OF HEALTH PROFESSIONS  
ORGANIZATION CHART**



## **APPENDIX S**

# **Job Description**

- **Medical Director**
- **Chief Executive Officer**
- **Chief Program Officer**
- **Clinicians**
- **Community Outreach Officer**
- **Case Managers**
- **Eligibility and Billing Officer**

## **Medical Director**

### **Job Description:**

#### Clinical Responsibilities

- Physician will provide clinical support to all patients; men, women and children.
- Physician will examine, write lab tests, and prescribe medication as per needs of the patients. She is also authorized to hand over sample medicine free of charge to underserved and indigent patients.
- Physician will review lab results and call patients as needed. If patients need further investigation, she will arrange follow up visits for treatment.
- Physician will support all patients with chronic ailments, and help community clinic to prevent such diseases from the community.
- Physician will assist other clinical staff for guidance and support on routine clinical matters.
- Physician will educate patients on their diseases if time permits.
- Physician will participate in outreach programs for health education and prevention of communicable and degenerative diseases.
- Physician will perform routine minor procedures, EKGs etc. in this clinic under strict care, and protocols, and or legal obligations.
- Physician will lead on all clinical matters and if needed can get advice from physicians on the board.
- Physician shall devote full time to welfare of Clinic. She will devote time and attention to the business of the Clinic during his employment, and will not be engaged in any other clinical activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantages.
- The Physician's duties may be reasonably changed, increased or reduced at the Corporation's direction as mutually agreed upon by both the parties.
- Physician will also provide clinical support to eligible Medicaid, Medicare and EPHC patients.

#### Patient Complaints

- Physician will be responsible to attend and resolve patient's complaints.
- Physician will satisfy and educate patients if needed on their medical conditions.

## **Chief Executive Officer**

### **Job Description:**

#### **Operations**

- Supervise the activities of all clinical and support staff.
- Implements policies, procedure, and controls consistent with standards to maintain an efficient organization.
- Check general and specific business conditions as they relate to operational issues and keeps Board updated on Operations.
- Promotes and help effective communication and information flow within the practice.
- As necessary, delegates selected activities, responsibilities, and authorities to organization. Ensures that responsibilities, authority, and accountability of all direct subordinates.
- Ensures productive working relationships with physicians, corporate staff and all clinic employees, as well as external services such as hospitals, payors, consultants, legal counsel, and public and governmental bodies.
- Make certain timely billing and collections for all patient services rendered by the practice.
- Oversees the preparation and maintenance of management/financial reports necessary to carry out functions of the practice. Prepares and presents periodic and special reports as necessary or required.
- Strives to achieve practice budgeted revenue goals as approved by the Joint Operating Board.
- Maintains practice expenses; Board approved budgets.
- Ensures that clinic staff has a thorough understanding of practice business objectives.
- Ensures that practice facilities and equipment are installed and maintained to support clinical and business activities, including recommendation and management of lease, purchase and maintenance contracts.
- Coordinates meetings and related activities.

#### **Strategic Planning**

- Leads and coordinates activities and meetings of the Joint Operating Board to include agenda development, project/meeting management, operational issues, and strategic planning.
- Understands and assumes responsibility for Practice and Corporate initiatives as directed by the Board.
- Within scope of authority, oversees the development of systems (both manual and automated) to properly support practice activities based upon business needs. Coordinates hardware and software requirements of existing and future systems.
- Oversees development and coordination of new office locations and services and their needs as required.

**Qualifications:**

A minimum of 3 years' experience in a senior management position. As chief executive officer, this individual demonstrates critical competencies in four broad categories: commitment to results, business savvy, leading change, and motivating.

**Commitment to results:**

The Executive Director is a systems thinker who is customer focused and goal driven. This individual identifies relevant information and helps transform this information into individual and organizational knowledge and learning. The chief executive is action oriented and innovative. S/he translates broad goals into achievable steps. S/he anticipates and solves problems and takes advantage of opportunities, is a self-starter and team player.

**Business savvy:**

As leader, this position requires an individual with knowledge of and experience in management and administration. The position requires demonstrated experience in integrating and coordinating diverse areas of management. Knowledge in the following areas is required: human services, finance and personnel; oral and written communications; planning and evaluation; and governance. Some experience in the field of philanthropy, not-for-profit management and governance, and community relations is preferred. Some general knowledge of fund development is also preferred. A high level of personal skills is required to make formal, persuasive presentations to groups and to deal effectively with people from all segments of the community. The individual must be comfortable with diversity and respectful of a wide range of faiths, beliefs and experiences.

**Leading change:**

The chief executive possesses the skills and implements the functions of a leader. S/he shares TIIHP values, mission and vision. S/he consistently displays integrity, models behavior, develops people, and builds teams. This individual deals effectively with demanding situations and designs and implements interventions.

**Motivating:**

The chief executive manages continuity, change and transition. This individual knows how to influence and enable others.

## **Chief Program Officer**

### **Job Description:**

#### **TITLE V:**

- Responsible for State Program for Title V- Medical and Dental services for Children under 21 years of age.
- Responsible for preparing the proposal every 4 years to apply for Title V program to State.
- Responsible for reporting to State every month the activities of Title V and requesting reimbursement.
- Responsible for tracking reimbursement for Title V and requesting enhancements accordingly.
- Responsible for all the audits performed by the State as well as our internal auditor.
- Responsible for keeping up-to-date records of all Title V patients for medical and dental services.
- Responsible for submitting monthly report for Title V for the board meetings.
- Responsible for attending seminars, trainings, meetings relating to Title V organized by State.
- Responsible for support staff working for Title V program.

#### **EXPANDED PRIMARY HEALTH CARE:**

- Responsible for State Program for EPHC- Medical and Dental services for Adults over 18 years of age.
- Responsible for preparing the proposal every 4 years to apply for EPHC program to State.
- Responsible for reporting to State every month the activities of EPHC and requesting reimbursement.
- Responsible for tracking reimbursement for EPHC and requesting enhancements accordingly.
- Responsible for all the audits performed by the State as well as our internal auditor.
- Responsible for keeping up-to-date records of all EPHC patients for medical and dental services.
- Responsible for submitting monthly report for EPHC for the board meetings.
- Responsible for attending seminars, trainings, meetings relating to EPHC organized by State.
- Responsible for support staff working for EPHC program.

#### **OPERATIONS:**

- Oversees the activities of all clinical and support staff for Vcare Clinics..
- Implements policies, procedure, and controls consistent with Vcare Clinic standards to maintain an efficient organization. Ensures their execution, compliance and updates.
- Evaluates general and specific business conditions as they relate to operational issues and keeps the Chairman for Operations and Physician Management fully advised on these matters.
- Promotes effective communication and information flow within the practice.
- As necessary, delegates selected activities, responsibilities, and authorities to organization. Ensures that responsibilities, authority, and accountability of all direct subordinates are defined and understood.
- Ensures timely billing and collections for all patient services rendered by the practice.
- Oversees the preparation and maintenance of management/financial reports necessary to carry out functions of the practice. Prepares and presents periodic and special reports as necessary or required.
- Strives to achieve practice budgeted revenue goals as approved by the Board.

- Maintains practice expenses within approved budgets.
- Ensures that clinic staff has a thorough understanding of practice business objectives.
- Ensures that practice facilities and equipment are installed and maintained to support clinical and business activities, including recommendation and management of lease, purchase and maintenance contracts.

#### Human Resources

- Ensures availability of competent personnel for departmental and operational activities. Ensures they are properly trained, licensed, certified as required, and fully informed of practice policy, procedures and objectives.
- Ensures adherence to legal requirements and government reporting regulations affecting OSHA, EEO, TEFRA, ERISA, and Wage & Hour. Continually monitors exposure of practice.
- Oversees the preparation of information required for compliance.
- Conducts appropriate performance evaluations and recommends merit increases, promotions, and disciplinary actions.
- Ensures and oversees coordination of payroll functions and personnel records, assists with benefits, personnel issues and special projects as assigned.

#### Regulatory & Compliance

- Ensures compliance and adherence to the practice and the TIIHP management philosophy, and mission statements.
- Ensures all activities are carried out in compliance with the TIIHP and practice organizational policy and local, state, and Federal laws and regulations.

## **Job Description of clinician**

### **Clinical Responsibilities**

- Obtain health history and perform physical examinations.
- Diagnose and direct counseling for each patient on a plan for treatment.
- Analyzes records, reports, test results, or examination information to diagnose medical condition of patient.
- Participate in peer review, quality assurance, provider meetings, and other clinical meetings.
- Prescribes or administers treatment, therapy, medication, vaccination, and other specialized medical care to treat or prevent illness, disease, or injury.
- Monitors patients' condition and progress and re-evaluates treatments as necessary.
- Explains procedures and discusses test results on prescribed treatments with patients.
- Refers patient to medical specialist or other practitioner when necessary.
- Maintaining confidentiality and impartiality.
- Examines or conducts tests on patient to provide information on medical condition.
- Assist in updating protocols and principles of practice as requested.
- The clinician will provide clinical support to all patients; men, women and children who visit the clinic.
- Clinician will examine, write lab tests, and prescribe medication as per needs of the patients. He/ She is also authorized to hand over sample medicine free of charge to underserved and indigent patients.
- Clinician will review lab results and call patients to translate those lab reports. If patients need further investigation, she will arrange follow up visits for treatment.
- Clinician will support all patients with chronic ailments.
- Clinician will assist other clinical staff for guidance and support on routine clinical matters.
- Clinician will educate patients on their diseases if time permits.
- Clinician will participate in outreach programs for health education and prevention of communicable and degenerative diseases.
- Clinician will perform routine surgical procedure, EKGs etc. in this clinic under strict care, and protocols, and or legal obligations.
- Clinician will lead on all clinical matters and if needed can get advice from Medical Director.
- The clinician's duties may be reasonably changed, increased or reduced at the Corporation's direction

### **Prohibitions**

- Clinician will not accept any cash, gift or discounts from any patient.
- Clinician cannot practice, if she/ he fails to maintain her license and malpractice insurance as per laws required to practice in the State of Texas.

### Confidentiality

- Clinician will maintain patient's confidentiality in compliance with HIPPA regulation and maintain honor and dignity of patients visiting the clinic. She/ he also agrees, during or after the term of her employment, not to reveal the list, or any part of it, or other clinical and administrative information to any person, firm, corporation, association, or any other entity.

### **Community Outreach and Event Coordinator-HTW Program**

- a. Create and implement annual outreach plan-paying particular attention to the targeted population and ways to disseminate information to them
- b. Work with Chief Program Officer (CPO) and staff to develop marketing plans to recruit new volunteers and clients in line with Healthy Texas Women (HTW) Program objectives and services offered by HTW Program
- c. Attend relevant community meetings, participate in outreach events and health fairs, and make presentations to groups of people attending these events
- d. Schedule and personally conduct at least 2 presentations per month
- e. Maintain relationships with collaborative partners and cultivate new ones

## **Case Manager**

### **Education/ Experience:**

- Undergraduate degree in healthcare field.
- At least one year of related work experience.
- Bilingual preferred; not required

### **Roles and Responsibilities:**

- Communicate with patients on regular basis about the program.
- Report to the Program Director every month for the activities of Healthy Kids Program, Primary Health Care Program and Expanded Primary Health Care Program.
- Keep up-to-date records of all patients and services of all three programs.
- Attending trainings and meetings related to Programs of TIIHP.
- Responsible for screening the patients for Title V, PHC, and EPHC programs.
- Responsible for preparing eligibility for Title V, PHC, and EPHC programs.
- Responsible for documentation of the approvals and renewals for the Title V, PHC, and EPHC.
- Responsible for scheduling patients for dental and medical for the Title V, PHC and EPHC program.
- Tracking patients for physicals for Title V, PHC, and EPHC programs.
- Ensures that program staff has a thorough understanding of practice business objectives.

### **Knowledge, skills and abilities:**

- Ability to exercise discretion on confidential matters and to demonstrate sound judgment in consulting with and keeping others informed.
- Ability to easily adapt to changing organizational needs and a fast-paced work environment; work independently without close supervision and as part of a team.
- Excellent interpersonal and communication skills, both oral and written. Ability to read and interpret documents such as contracts, policy and procedure manuals and write complex reports and correspondence.
- Well-developed organizational, time-management, multi-tasking and administrative skills.

## **JOB DESCRIPTION OF ELIGIBILITY & BILLING STAFF**

### **Eligibility Officer:**

- Ensures compliance with applicable rules, regulations, policies and procedures governing eligibility.
- Interview patient and applicant guardian for eligibility.
- Reviews eligibility determinations and related documentation for completeness, correctness and compliance with rules and regulations.
- Review documentation for accuracy and completeness.
- Contacts applicants regarding discrepancies and refer questionable cases to Program Manager.
- Provides information and makes referrals to appropriate department and programs.
- Develop and review program management report concerning data.
- Prepares reports, correspondence and other material.
- Communicate effectively verbally and in writing with persons from variety of social, cultural and emotional situations.
- Communication between all outside agencies regarding screening and eligibility processes.
- Maintains confidentiality of information.

### **Billing staff:**

- Responsible for updating and billing.
- Ensures performance guarantees specific to client are met daily.
- Maintains work operations by following policies and procedures; reporting compliance issues.
- Adhere to professional standards, federal, state, and local requirements. standards
- Maintains confidentiality of the patient.
- Create and distribute billing reports to management
- Day-to-day billing
- Performing weekly evaluation of the billing
- Printing and maintaining monthly reports of billings

**APPENDIX R**

# **RESUMES**

- **Medical Director ----- Dr. Llewellyn Canio**
- **Chief Executive Officer-----Dr. Mustafa Chagani**
- **Medical Provider (Carrolton) ----- Dr. Asifa Ijaz**
- **Medical Provider (Broadway) ----- Teresita Ramirez**
- **Medical Provider (Pasadena)----- Fritz Rizvi**
- **Chief Program Officer -----Dr. Maqsood Ahmed**

MEDICAL DIRECTOR AND MEDICAL PROVIDER

# Llewellyn B. Canio, M.D.

6526 Atlasridge Drive  
Houston, TX 77061

510-314-3119

llewellyncanio@gmail.com

## EDUCATION

Medical School:

University of Santo Tomas Faculty of Medicine and Surgery. Manila, Philippines  
Attended: 2004 – 2008  
Degree Earned: Doctor of Medicine

Post-Graduate:

2003 - 2004 MCAT review and Medical Assistant Training  
  
California State University, East Bay. Hayward, CA  
Attended: Fall Quarter 2002  
Intended Degree: M.S. Biology  
Degree Earned: None

Undergraduate:

University of California, Riverside. Riverside, CA  
Attended: 1998 – 2002  
Degree(s) Earned: B.S. Biology, with minor in English

## PROFESSIONAL EXPERIENCE

May 2015 - Present	(full time)	Immediate Medical Care, Physician
April 2015 - Present	(part time)	Skilled Wound Care, Wound Care Physician
Nov. 2013 - Present	(part/full time)	VCare Clinics Houston, TX Medical Director, Physician
May 2011 - June 2014	(full time)	San Jacinto Methodist Hospital Family Medicine Residency Program <i>Resident</i>

## LICENSE/CERTIFICATION

Board Certified by the American Board of Family Medicine  
ALSO Advanced Life Support In Obstetrics  
NRP Neonatal Resuscitation Program  
ACLS Advanced Cardiovascular Life Support  
Texas Lic. No. P7405  
DPS # M0200244  
DEA # FC4152815  
NPI # 1720371453

## PROFESSIONAL MEMBERSHIPS

Texas Academy of Family Physicians	2011 - present
Harris County Academy of Family Physicians	2011 - present
American Academy of Family Physicians	2011 - present

CHIEF EXECUTIVE OFFICER (CEO)

**Mustafa Chagani**

211 Summer Gate Ct, Rosenberg, TX 77469

Cell 469-684-3237

Email [ceo@vcareclinics.org](mailto:ceo@vcareclinics.org)

---

**OBJECTIVES**

- To develop long-term strategic vision for healthcare programs
- To manage, direct, supervise, operate, and lead health services
- To implement and evaluate preventive and clinical projects; monitor budgets
- To create public partnership with not-for-profit organizations and streamline process of delivering public health services

**ACCOMPLISHMENTS**

- 2014 Initiated and managed a Community Based Not for Profit organization **Texas International Institute of Health Professions (dba) Vcare Community Clinic** serving the indigent, un-insured and underinsured community in the South East Houston.
- 2013 Planned a Public and Private Partnership - Community Clinic in North Shepherd
- 2012 Commissioned and operated Community Clinic at South Post Oak, Houston Texas
- 2011 Developed Pediatric Clinic for uninsured and underserved Children
- 2011 Operated and managed a state-of-the-art comprehensive healthcare facility in Southwest Houston in collaboration with the City of Houston. Mayor Bill White opened facility on March 29, 2007.

**EDUCATION**

- 1989 Higher Diploma in Hospital and Health Service Administration, South Bank University London, UK
- 1989 M.B.B.S., (M.D.) Sind Medical College, Karachi (Pakistan)
- 1982 Higher Secondary School Certificate, Cadet College Petaro, District Dadu, Sind

**WORK EXPERIENCE**

01/14-Present CEO, Texas International Institute of Health Professions (dba) Vcare Community Clinics:

A not-for-profit community based organization with following objective:

Provide Equitable Access to Healthcare Professions

Provide Health Services to uninsured

Create Employment Opportunities, Income Generation and Economic Development

And presently running programs for:

Title V for Uninsured Children

Expanded Primary Health Care Program

Diabetes Prevention and Control Program

Cardiovascular Screening Program

Breast and Cervical Screenings

MEDICAL PROVIDER – CARROLLTON LOCATION

**ASIFA IJAZ M.D**

**1201 PHILIP DR ALLEN, TX 75013.**

**TEL: 469-544-5926.**

**PROFESSIONAL EXPERIENCE**

**August 2014-To Date**

I am working in V-Care Medical and Dental clinics as family physician.

**July 2005—July 2014**

I was working in Apex clinic of Texas.

**September 2001—June 2005**

Worked in Jasper Diagnostic clinic in Jasper Texas.

**POST GRADUATE TRAINING**

**July 1998-2001**

Family medicine residency in South Nassau Communities hospital, Oceanside NY.

Affiliate of State University of New York at Stony Brook.

**July 1997-June 1998**

Residency in Primary Medicine Program in Sisters of Charity Medical center, at St Vincent's campus Staten Island NY.

**BOARD CERTIFICATION**

Diplomat of American Board of Family Medicine.

**MEDICAL LICENSURE**

**Texas State #L1621**

**PROFESSIONAL MEMBERSHIP**

American Academy of Family Physician.

Texas Medical Association.

Dallas County Medical Society.

# Teresita Ramirez-Scott, PA-C

6404 Windy Way, Pearland, TX, 77584 | 832-633-1090 | t.r.scott@att.net

## Education

THE UNIVERSITY OF TEXAS MEDICAL BRANCH B.S. PHYSICIAN ASSISTANT STUDIES

AUGUST 1991

## Experience

PHYSICIAN ASSISTANT | VCARE CLINICS

JANUARY 2014-PRESENT

- Evaluated, managed, and treated acute and chronic conditions in a clinical setting.
- Women's health including Pap smears, contraception management, menopause, and abnormal uterine bleeding.
- Procedures: I&D's, laceration repair, suture removal, Nexplanon insertion and removal, and toenail removals.
- Advised and educated patients regarding diet, activity, and disease prevention.

PHYSICIAN ASSISTANT | SHALOM HEALTH MINISTRY

SEPTEMBER 2011- DECEMBER 2013

- Worked as a bilingual independent provider in a community health clinic.
- Managed chronic and acute illnesses in general medicine.
- Supervised and coordinated activities of clinical staff.
- Prescribed medication, obtained and dispensed medication per Patient Assistant Program for the uninsured.

PHYSICIAN ASSISTANT | LILETTE DAUMAS, M.D.

MARCH 1996-SEPTEMBER 2011

- Diagnosed and treated acute and chronic illnesses in a primary care setting.
- Procedures: I&D's, wound closures, removal of foreign bodies, and toenail removals.
- EMR experience.

PHYSICIAN ASSISTANT | J.A. BISHOP M.D.

SEPTEMBER 1991-MARCH 1996

- Performed a detailed history and physical on pediatric and adult patients.
- Ordered and interpreted laboratory tests and diagnostic studies.
- Developed and implemented treatment plans.
- Performed minor procedures, such as biopsies and cyst removal.

## Licenses/ Certifications / Special Skills

- NCCPA Certified
- Licensed by the Texas Medical Board
- Current DEA License
- CPR Certified
- Bilingual – Fluent Spanish Speaker

## Organizations

- Texas Academy of Physician Assistants

FRITZ S. RAZVI  
1110 Foxland Chase  
Sugar Land, TX 77479  
sadia501@yahoo.com  
(713) 205-6884

---

## EDUCATION

- Physician Assistant – BS in Biological Sciences – University of Texas, Galveston, Medical Branch (1987-1990)
- Completed 116 credit hours towards BS in Biological Sciences – University of Houston (1982-1986)
- High School Diploma – Alief Hastings High School (1981)

## WORK EXPERIENCE

- VCare clinics; ( Nov 2012 to present)  
Working in private outpatient seeing ambulatory care patients from 3 months old to geriatrics. Performing school physical, laceration repair and preventive care
- Hillcroft Physicians, PA (Sept 2004- August 2012)  
Working in outpatient clinic, seeing patients in a family practice setting.  
Manage and clinical supervise for HCP and performing minor clinical surgical procedures.  
Preceptor for medical students from Baylor College of Medicine and training residents. This clinic has an international flavor where patients come from all over the world.
- Dr. Kumar Saran- Hospitalist (June 2006 – Present)  
Helping weekend coverage for hospitalist in Kindred Hospitals in Houston and Channelview. Dictating discharge summaries and H&P on new admits. Helping in management of wounds and internal medicine issues. Performed H&P for inpatient psych and management of their medical problems while admitted.
- Cardiology Consultant (Jan 2002 – Sept 2004)  
Worked in 8 hospitals doing inpatient rounds doing cardiac work up and management of cardiac issues. Had internal medicine practice at Tidwell Rd and followed patients in the clinic upon discharge from hospital. Performed H&P as well as discharge summaries and had some rounds in nursing homes. The hospitals were:
  1. Bellaire Medical Center
  2. Twelve Oaks Hospital
  3. Doctor's Hospital Tidwell

4. Spring Branch Medical Center
5. Select Specialty Heights
6. Triumph, now Kindred Hospitals

- MacGregor Medical Association (Jun 1992 – Jan 2002)  
Worked in an organization seeing internal medicine patients in outpatient clinic setting. Worked closely with General Surgeons, Dermatologist, Neurologist, Podiatrist on a weekly basis. Performed several in house procedures including toe nail removal, laceration repair, Bursal injection. Helped run stress test and did asthma management for entire organization. Supervised physicians in after hour clinic and monitored quality control. Ranked 3rd in patient satisfaction surveys among about 70 healthcare professionals(MDs and PAs)
- Tarsem S. Dhesi, MD (Jan 1991 – Jun 1992)  
Worked in a private clinic doing primarily occupational medicine. Doing minor clinical procedures including laceration repair, foreign body removal; Physical Therapy management. Supervised Drug screening and on job safety evaluation. Performed H&P and management for motor vehicle accident victims and management with physical therapy for attorneys.

## **LANGUAGES**

Fluent in Hindi, English, Urdu, Russian, Spanish, Nepali and can converse limited in Farsi, Bosnian; Arabic

Member of America's Who's Who

References: available upon request.

**Maqsood Ahmed ( Chief Program Officer)**

**Present Mailing Address**

103 Addison Place  
Sugarland, TX 77479  
Preferred Phone: 8324724904  
Alternate Phone: 2812400504  
Mobile Phone: 832472404  
[maqsood.ahmed@vcareclinics.com](mailto:maqsood.ahmed@vcareclinics.com)

**Work Experience:**

03/ 2014 - till current

**The Texas International Institute of Health Professions (DBA) VCARE CLINICS**

**Chief Program Officer, Grant Writer and Development officer.**

Working as Program Director for Department of State Health Services programs (Title V and EPHC programs). Title V and EPHC are state funded programs. TIIHP has granted more than \$ 500,000 of funds for children adolescent and family planning. As program Director my responsibility is to oversight the grants.

08 / 2007 – 02/2014

**Ibn Sina Foundation (ISF) and Community Medical Center**

**Program Director**

I am working as Program Director of Healthy Kids Program at Ibn Sina Community Medical Center, Houston Tx. This is a State funded program (Title V) for children from low income uninsured families living in State of Texas. Working closely, with the Department State Health Services, has provided me an opportunity to work and understand public health services in the government sector. I was also trained by the DSHS for healthy kids program for which I have attended 2 conferences and 3 workshops. During my association with ISF and community medical center I was actively involved in grant writing, policy making, program management, data analysis, and manuscript writing. Working with Ibn Sina community medical center have also provided me to work with family practice physician and psychiatrist 4 hours a /day (for last one year). I was actively involved in history taking, physical examination and case management discussion. Under the expert guidance of physician at the medical center, I learnt the pivotal characteristics of leadership and management.

02/ 2004 - 07 / 2007

**Research Assistant**

Worked with Dr. Salim Surani on multiple projects as research assistant. Under the expert guidance of Dr. Surani I got the opportunity to learn clinical research, apart from public health. Dr. Surani also granted me an opportunity to explore my experience in an clinical outpatient setting. More over, I also had the exposure towards counseling the patients for their respective diseases. This included providing them support and comfort in various aspects of preventive care.

09 / 2000 - 01 / 2004

Studied in Kaplan to pursue future education

11/1999 – 08/2000

**Jinnah Post Graduate Medical Center (JPMC)**

**Resident Medical Officer**

Worked as resident medical officer at JPMC in Department of Medicine. JPMC is one of the premier postgraduate medical institution of Pakistan with a very active medical training program for resident, having a capacity of more than fifteen hundred bed. During my training I was involved in history taking, physical examination, case presentation, round presentation and case management. Working in JPMC gave me the opportunity to learn medical discipline and commitment to work.

11/1998 – 11/1999

**Aga Khan University Hospital (AKUH), Karachi, Pakistan.**

**Medical Officer**

Worked as Resident Medical Officer at AKUH in the Department of Surgery and Urology. Aga Khan University Medical hospital is one of the renowned state of art medical institute not in south Asia but in the world. It is my honor to work in such a institute of excellence where mediocrity is not acceptable. My job in the department surgery start when the patient admitted and ends when the patient is healthy discharged home. I jurisdiction of responsibility start from history taking till case management. I have done few of the procedure as

a first surgeon like TURP, cystoscopy and suprapubic catheterization. I was also involved in case presentation and peer review for quality check.

05/1996 – 10/1998

**Aga Khan University Hospital (AKUH), Karachi, Pakistan.**

**Research Officer**

My passion for research in public health and preventive health care started from start working in Department of Community Health sciences at AKUH. While working in CHS AKUH I got the opportunity to work with Dr. Jack Bryant (renowned in world as father of primary health services) and Dr.McCORMICK (was director of CDC). In the Department I was working on multiple projects like Urban Health Project, Verbal Autopsy, baseline survey in the urban slum areas, Hepatitis B in rural region etc. This is the department where I learned data analysis on program like EPI info, SAS, SPSS etc. I have represented the Department in Common Wealth Conference held in Pakistan.

10/1995 – 04/1996

**Jinnah Post Graduate Medical Center (JPMC)**

**Intern Officer**

Worked as intern officer at JPMC in the Department of Medicine. During my job I was actively involved in history taking, physical examination, attending morning rounds and assisting in minor procedure. I was also involved in data entry in number of studies.

03/1995 –09/1995

**Jinnah Post Graduate Medical Center (JPMC)**

**Intern Officer**

Worked as intern officer at JPMC in the Department of Surgery. During my job I was actively involved in history taking, physical examination, attending morning rounds and assisting in minor procedure. I was also involved in data entry in number of studies.

**Publications/Presentations/Poster Sessions:**

- Surani S, Maqsood A, Mullin J, Varon J.“**Bronchoscopy appearance of Tracheal Adenoid Cystic.Carcinoma**”. Current Respiratory Medicine Reviews.2006.volume 2, issue 4, pg 445.
- Salim Surani , Shyam Subramanian, Raymond Aguillara, **Maqsood Ahmed** and Joseph Varona. “**Sleepiness in medical residents: Impact of mandated reduction in work hours**”. Sleep Medicine. January 2007.VOLUME 8 issue 1,pg 90-93.
- **Assess sleepiness among Medical Residents using Multiple Sleep Latency Test (MSLT) as objective assessment tool**. Salim Surani, Raymond Aguillar,**Maqsood Ahmed**, Joseph Varon, Shyamsunder Subramanian MD Texas A&M University Corpus Christi. Chest. October 2006.VOLUME 130 issue 4, pg 93S.
- “**Adoption Gap in EMRs in small practices vs large practices**”. Manuscript under review. **Maqsood Ahmed**, Salim Surani.
- Participated in conference entitled “ **The 21<sup>st</sup> Century Professional and civil society**”conducted on September 2006 at Dallas Tx.
- “**Healthy Kids Program improving the health care of children under 21 years in Houston TX**”. Aijaz Ali Khowaja, Dilawar Ajani, **Maqsood Ahmed**. Poster Presentation presented in “Stay Alive Conference” organized by Department of Health Services Texas on Nov 02-03, 2009.
- Participated in symposium entitled: **Closing the Health care Gap: Lesson from the developing And the develop country conducted on August 9th, 2003 at Atlanta, Georgia**.
- “**Malnutrition among your children in squatter settlement of Karachi a continuing health problem**”. Imitiaz Jehan, Ashraf Lasee, **Maqsood Ahmed**, Faraz Masood. Poster Presentation Presented in Common Wealth Conference on Diarrhea and Malnutrtion Nov 21-24, 1997 Karachi Pakistan.

## Appendix T

# Licensing (Medical Director)

TEXAS MEDICAL BOARD

IDENTIFICATION CARD

LICENSE/PERMIT NUMBER

P7405

EXPIRATION DATE

08/31/2017

LLEWELLYN CANIO, MD  
2526 BUSINESS CENTER DR APT 622  
PEARLAND TX 77584-2430

PHYSICIAN FULL PERMIT

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

P7405

EXPIRATION DATE

08/31/2017

LLEWELLYN CANIO, MD  
2526 BUSINESS CENTER DR APT 622  
PEARLAND TX 77584-2430

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD  
THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE  
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS.

CANIO, LLEWELLYN  
2100 W BAKER RD. APT. 613  
BAYTOWN, TX 77521-0000-000

|||||

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FC4152815	08-31-2016	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	09-09-2013
CANIO, LLEWELLYN 4301 GARTH RD. STE 400 BAYTOWN, TX 77521-0000		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FC4152815	08-31-2016	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	09-09-2013
CANIO, LLEWELLYN 4301 GARTH RD. STE 400 BAYTOWN, TX 77521-0000		

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

# Non-Profit Determination Letter

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 08 2014

THE TEXAS INTERNATIONAL INSTITUTE  
OF HEALTH PROFESSIONS  
8121 BROADWAY STREET, STE 103  
HOUSTON, TX 77061

Employer Identification Number:  
46-1267820  
DLN:  
17053043317033  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(ii)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
April 17, 2014  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3)-Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

RFP No. 529-16-0094

THE TEXAS INTERNATIONAL INSTITUTE

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Tamara Rippenda  
Director, Exempt Organizations

RFP No. 529-16-0094

**Attachment E – Grantee UTC**

**VERSION 2.12**

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

## TABLE OF CONTENTS

<b>ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS .....</b>	4
1.01 Definitions .....	4
1.02 Interpretive Provisions.....	5
<b>ARTICLE II Payment Methods and Restrictions .....</b>	6
2.01 Payment Methods.....	6
2.02 Final Billing Submission.....	6
2.03 Financial Status Reports (FSRs) .....	7
2.04 Debt to State and Corporate Status .....	7
2.05 Application of Payment Due.....	7
2.06 Use of Funds.....	7
2.07 Use for Match Prohibited .....	7
2.08 Program Income .....	7
2.09 Nonsupplanting .....	8
<b>ARTICLE III. STATE AND FEDERAL FUNDING .....</b>	8
3.01 Funding.....	8
3.02 No debt Against the State.....	8
3.03 Debt to State .....	8
3.04 Recapture of Funds.....	8
<b>ARTICLE IV Allowable Costs and Audit Requirements .....</b>	9
4.01 Allowable Costs. ....	9
4.02 Independent Single or Program-Specific Audit .....	10
4.03 Submission of Audit.....	10
<b>Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS .....</b>	11
5.01 General Affirmations.....	11
5.02 Federal Assurances.....	11
5.03 Federal Certifications .....	11
<b>ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY .....</b>	11
6.01 Ownership .....	11
6.02 Intellectual Property .....	11
<b>ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE .....</b>	11
7.01 Books and Records.....	11
7.02 Access to records, books, and documents .....	12

7.03	Response/compliance with audit or inspection findings .....	12
7.04	SAO Audit.....	12
7.05	Confidentiality.....	13
7.06	Public Information Act.....	13
<b>ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION</b>	.....	<b>13</b>
8.01	Contract Management .....	13
8.02	Termination for Convenience.....	13
8.03	Termination for Cause.....	13
8.04	Equitable Settlement .....	14
<b>ARTICLE IX MISCELLANEOUS PROVISIONS</b>	.....	<b>14</b>
9.01	Amendment .....	14
9.02	Insurance .....	14
9.03	Legal Obligations .....	14
9.04	Permitting and Licensure .....	14
9.05	Indemnity .....	15
9.06	Assignments .....	15
9.07	Relationship of the Parties.....	16
9.08	Technical Guidance Letters.....	16
9.09	Governing Law and Venue .....	16
9.10	Survivability .....	17
9.11	Force Majeure .....	17
9.12	No Waiver of Provisions .....	17
9.13	Publicity .....	17
9.14	Prohibition on Non-compete Restrictions .....	17
9.15	No Waiver of Sovereign Immunity.....	17
9.16	Entire Contract and Modification.....	17
9.17	Counterparts .....	18
9.18	Proper Authority.....	18
9.19	Employment Verification.....	18
9.20	Civil Rights .....	18

## **ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS**

### **1.01 Definitions**

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

# **ARTICLE III. STATE AND FEDERAL FUNDING**

## **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

## **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

## **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

## **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## **ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS**

### **4.01 Allowable Costs.**

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:  
[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

## **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

## **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

## **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

## **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

## **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file ("pdf") format or any other format agreed between the Parties.

# **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

## **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

## **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

## **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

## **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

## **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

## **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

## **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

## **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

## **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

## **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

## **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

## **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

## **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

## **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

## **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

# **Attachment F – HHSC Special Conditions Version 1.0**



**Health and Human Services Commission  
Special Conditions  
Version 1.0**

## TABLE OF CONTENTS

<b>ARTICLE I. SPECIAL DEFINITIONS .....</b>	<b>1</b>
<b>ARTICLE II. GENERAL PROVISIONS.....</b>	<b>2</b>
2.01 Controlling Order .....	2
2.02 Inducements .....	2
2.03 Delegation of Authority .....	3
2.04 Other System Agencies Participation in the Contract .....	3
2.05 Most Favored Customer .....	3
2.06 Assumption After Assignment .....	4
2.07 Cooperation with HHSC Vendors .....	4
2.08 Renegotiation and Reprocurement Rights .....	4
2.09 Solicitation Errors.....	4
<b>ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES.....</b>	<b>4</b>
3.01 Authority.....	4
3.02 Prohibition .....	4
3.03 Exception.....	5
3.04 Remedy .....	5
<b>ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS .....</b>	<b>5</b>
4.01 Qualifications.....	5
4.02 Conduct and Removal .....	5
4.03 No Authority.....	6
4.04 E-Verify .....	6
4.05 Subcontractors Not Identified in the Solicitation Response.....	6
<b>ARTICLE V.PERFORMANCE.....</b>	<b>6</b>
5.01 Measurement .....	6
<b>ARTICLE VI. AMENDMENTS AND MODIFICATIONS.....</b>	<b>7</b>
6.01 Formal Procedure .....	7
6.02 Minor Administrative Changes .....	7
6.03 Technical Guidance Letters .....	7
<b>ARTICLE VII. AUDITS AND RECORDS .....</b>	<b>7</b>
7.01 Record Retention .....	7
7.02 Access and Accommodation .....	8
7.03 Response to Audits or Inspection Findings .....	8
<b>ARTICLE VIII. PAYMENT .....</b>	<b>8</b>
8.01 Duty to Make Payment .....	8
<b>ARTICLE IX. CONFIDENTIALITY .....</b>	<b>9</b>

9.01 Requests for Public Information .....	9
9.02 Consultant Disclosure.....	9
9.03 Other Confidential Information .....	9
<b>ARTICLE X. DISPUTES AND REMEDIES.....</b>	<b>10</b>
10.01 Agreement of the Parties .....	10
10.02 Operational Remedies.....	10
10.03 Equitable Remedies .....	11
10.04 Continuing Duty to Perform .....	11
<b>ARTICLE XI. DAMAGES.....</b>	<b>11</b>
11.01 Availability and Assessment .....	11
11.02 Specific Items of Liability .....	11
<b>ARTICLE XII. TURNOVER.....</b>	<b>12</b>
12.01 Turnover Plan .....	12
12.02 Turnover Assistance .....	12
<b>ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS .....</b>	<b>13</b>
13.01 HHSC Additional Rights .....	13
13.02 Third Party Software .....	13
13.03 Software and Ownership Rights.....	13
<b>ARTICLE XIV. MISCELLANEOUS PROVISIONS .....</b>	<b>13</b>
14.01 Ability to Perform.....	13
14.02 Continuing Duty to Disclose .....	14
14.03 Conflicts of Interest .....	14
14.04 Flow Down Provisions .....	14
14.05 Recruitment Prohibition .....	14
14.06 Manufacturer's Warranties .....	14
14.07 Cooperation with HHSC Designees .....	15
14.08 Notice of Litigation or Contract Action .....	15

## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

- the capability to perform the WSD in accordance with the terms and conditions of the Contract; and
- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

## **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

## **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

## **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

## **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

## **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

## **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

# **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

## **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

## **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## ARTICLE VI. AMENDMENTS AND MODIFICATIONS

### 6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### 6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### 6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## ARTICLE VII. AUDITS AND RECORDS

### 7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

## **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

## **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

# **ARTICLE VIII. PAYMENT**

## **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN  
THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS  
HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES  
(INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES)**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

#### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

#### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

### **ARTICLE XI. DAMAGES**

#### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

#### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## ARTICLE XII. TURNOVER

### 12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### 12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **Attachment G – State Assurances**

## **State Assurances**

- (a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.
- (1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
  - (2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
  - (3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
  - (4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
  - (5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
  - (6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
  - (7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

## **Attachment H – Federal Assurances**

## **ASSURANCES - NON-CONSTRUCTION PROGRAMS**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Costal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

## **Attachment I – DUA**

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
\_\_\_\_\_ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency \_\_\_\_\_ (“HHS”) and \_\_\_\_\_ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. 529-16-0132-00013 in Travis County, Texas (the “Base Contract”).

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

**“Authorized Purpose”** means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

**“Authorized User”** means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

## **ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

### **Section 3.01    Obligations of CONTRACTOR**

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(I)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose:*

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02 Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530**

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)**

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## **ARTICLE 5. SCOPE OF WORK**

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## **ARTICLE 6. GENERAL PROVISIONS**

### **Section 6.01 Ownership of Confidential Information**

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### **Section 6.02 HHS Commitment and Obligations**

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **Section 6.03 HHS Right to Inspection**

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **Section 6.04 Term; Termination of DUA; Survival**

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

### **Section 6.05 Governing Law, Venue and Litigation**

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

### **Section 6.06 Injunctive Relief**

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

### **Section 6.07 Indemnification**

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

### **Section 6.08 Insurance**

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09 Fees and Costs**

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10 Entirety of the Contract**

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11 Automatic Amendment and Interpretation**

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER** \_\_\_\_\_

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with \_\_\_\_\_ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE** \_\_\_\_\_, **201** .

**SUBCONTRACTOR**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_